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(ESTABLISHED IN 1857.)

LONDON, DECEMBER 7, 1912.

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Current Topics.

The New County Court Judge.

THE VACANCY in the Hull and Barnsley county court circuit, which will be caused by the resignation of Judge CYRIL DODD, to take effect on January 6th, has been filled by the appointment of Mr. B. FOSSETT LOCK. This is a recognition both of Mr. FOSSETT LOCK's exceptional abilities as a lawyer, and of the public services which he has rendered as honorary secretary of the Selden Society and in other directions. He is a member of the Western Circuit, and has been for some time leader of the Dorsetshire sessions, an unusual and perhaps unique position for an equity lawyer to fill, for Mr. FOSSETT LOCK's principal work has been as a conveyancer and in the Chancery Division. These columns have frequently had the benefit of his pen, and though we cannot suppose that our leading articles—however useful for reference—remain long in the memory, few persons who read the article on the late Professor MAITLAND (51 SOLICITORS' JOURNAL, 154) can have failed to be struck by the rare sympathy and ability which produced it. Mr. FOSSETT LOCK has recently contributed MAITLAND's life to the Dictionary of National Biography. He has the practical qualifications which will make him a useful county court judge, and additional gifts which lend distinction to the appointment.

The Land Duties.

AS IS well known, the Inland Revenue Commissioners have not been particularly fortunate in the forms issued under the Finance Act, 1910. Form 4 was held to be bad in *Dyson v. Attorney-General* (1912, 1 Ch. 158), both on the ground that the proper time for making a return to it had not been allowed, and because it asked for information as to annual value, based not upon rent actually paid, but upon matters of opinion; and form 8 was held to be bad in *Burghes v. Attorney-General* (1912, 1 Ch. 173) because it asked for information as to land generally in respect of which the person to whom it was addressed was receiving rent as agent, without specifying any particular land. The form, said the Master of the Rolls, was really waste paper. Form 4 was issued under section 26 (2), and form 8 under section 31 (1) of the Act. Another form—form 5, issued in respect of mineral rights duty under section 20 (3)—has been

the subject of attack in *Lord Mowbray v. Attorney General* (Times, 4th inst.). But in this case the Inland Revenue Commissioners have admitted that the form cannot be supported, and have consented to a declaration of its invalidity. It is not the least important result of the litigation under the Act that it has established the jurisdiction to make a declaratory order in an action brought against the Attorney-General.

Civil Commotion or Rioting.

IN THE turbulent days of the eighteenth century, when JOHN WILKES and Lord GEORGE GORDON, in their several ways, had contrived to cause a stir in the dovescots of peaceful London burghers, unused to the violence of mobs, Lord MANSFIELD acquired the reputation he never has lost as our great judicial authority upon the law of political offences. It is, therefore, appropriate that, in deciding the case of *London and Manchester, &c., Insurance Co. (Limited) v. Heath* (Times, 29th ult.), Mr. Justice BUCKNILL should have relied on Lord MANSFIELD's celebrated definition of riot. "Civil commotion," according to that famous Chief Justice, "is an insurrection of the people for general purposes of mischief not amounting to rebellion." Now the question which Mr. Justice BUCKNILL had to decide was, whether the conduct of those Suffragist ladies who broke windows early in the year as a step in the militant campaign on behalf of female franchise, could be said to come within this definition of "civil commotion." The action was brought by an insurance company which reinsured with underwriters at Lloyd's, one of whom was the defendant, risks undertaken by it under policies insuring the owners of shop windows against damage caused (*inter alia*) by "civil commotion or rioting." It was proved that the ladies who broke the windows did so in concert, with the object of influencing the Government of the country; but it was also shewn that they did not resist arrest or attempt further violence beyond the acts complained of. In these circumstances His Lordship took the view that there was no "insurrection of the people," within the meaning of Lord MANSFIELD's definition; for there was no commotion in the streets, nor did they succeed in gaining the assistance and sympathy of the mob. Put shortly, the object of the militants was a political demonstration with a view to future pressure on the Government, not a direct and immediate attempt to influence it by violence.

The Increased Licence Duties.

A CORRESPONDENT, whose letter we print elsewhere, raises a question as to the meaning of one of those puzzles which the Legislature, when dealing with finance, now delights to propound to the public with a view to their ultimate solution by the courts. The Finance Act, 1910, is responsible for increases in the licence duties, and in the first instance these are payable by the licence-holder. But the licence-holder may be a tenant of a tied house or a free house. If he is a tenant of a tied house the landlord—i.e., the brewer—looks to get his recompense largely in the profit on the liquor supplied. If he is a tenant of a free house, the landlord has no such special interest in the trade carried on, and it is presumed that he exacts a higher rent. In such a case, if the tenancy was created before the passing of the Finance Act, 1910, the Finance Act of the present year provides for a share of the increased licence duty being passed on to the landlord. Section 2 enables the tenant to recover or deduct from his rent so much of the increase "as may be agreed upon as proportionate to any increased rent or premium payable in respect of the premises being let as licensed premises." In default of agreement the amount is to be determined by the county court under rules yet to be made. Assume the rent of the premises unlicensed to be £30, and licensed £50; the increased rent is £20. If the increased duty is £10, the direction, taken literally, is that the landlord shall bear so much of £10 as is proportionate to £20, which, of course, is nonsense. There are not enough terms to make a proportion. What the draftsman may have meant is that the £10 shall be divided in the ratio of £20 to £30, so that the landlord would bear £4 and the tenant £6. But this is guesswork. As we read the section, the Legislature has set a sum which does not work. Perhaps some of our readers can shew that we are wrong.

The Duty of a Broker.

THE HOUSE of Lords upheld last week (Times, 29th ult.) the salutary rule as to the duties of a broker which was laid down by the Court of Appeal in *Ellis v. Mutschler*. It is well-settled law that an agent who undertakes to arrange a contract for a principal must not endeavour to make any profit out of such contract; he must rely on the agreed commission, or, in the absence of agreement, his right to a *quantum meruit*, as the sole reward of his services. He must, however, do even more than this: he must not assume any position which may cause a conflict between his interest and his duty to his principal; he is, indeed, a constructive trustee to whom there applies the well-known doctrine laid down in *Keech v. Sandford* (2 White and Tudor's Lead. Cas. in Eq., 8th ed., p. 706). Such a conflict is extremely likely to arise if he transforms himself out of the character of broker into that of the other principal to the contract, and sells to, or buys for, his employer property which, in fact, is his own. Of course, his principal can waive his rights in this respect; he can agree beforehand to the change of relationship on the happening of agreed events, or at any time during the continuation of the agency he can assent to such alteration of parties. But there must be clear and unequivocal notice to him, and assent by him, to the action of his agent when the latter converts himself into a principal; and, in the absence of an undoubted change of the relationship, the court will uphold the rule of *uberrimae fidei*, and, unless there is some disabling equity, will allow the principal to rescind the contract completed on the new footing. Such is the principle reaffirmed by the House of Lords in *Ellis v. Mutschler*, and applied to the particular facts of that case. Put concisely, the plaintiff in the action (MUTSCHLER) had instructed ELLIS (the defendant) to purchase and sell for him on the Stock Exchange, where the defendant carried on business as a broker, certain shares from time to time; in respect of these transactions, he paid him large sums of money. The plaintiff now claimed that he was entitled to rescind each bargain, and recover the balance of sums paid over as money received to his use by the defendant; the ground alleged for this rescission was that, in fact, the broker had acted as principal. Some evidence was produced to shew that any man of business must have been aware, from the nature of the contract notes and letters sent him, that the position had been changed; but the House of Lords followed the Court of Appeal in refusing to import into the question any "constructive" notice of this kind. Notice of the altered relationship must be clear and unequivocal, and the onus is on the broker to shew that it is so.

Limitation of Liability in Pilotage.

IF Mr. Justice RIDLEY and Mr. Justice SCRUTTON, sitting as a Divisional Court, have given a correct decision in the case of *Deering & Sons v. Targett* (reported elsewhere), then such laymen as voyage upon the Thames will have much excuse should they, in the bitterness of their hearts, call the law a "hass." The plaintiffs had suffered damage through the default of the defendant, a duly licensed Trinity House pilot, who navigated a passenger steamer so negligently that it ran into the plaintiffs' barge, and caused to it and its cargo damage, which in the City of London Court was assessed at £330 9s. 7d. This sum, however, had to be divided among several claimants—namely, five cargo-owners and the barge-owner. The claim of the last, who took the present proceedings, was assessed at £72 15s. 3d. Now, by section 620 of the Merchant Shipping Act, 1895, the liability of a pilot is limited to a sum of £100 (for which he deposits a bond at Trinity House on receiving his license), and, in addition, the amount of pilotage fees earned by him on the voyage of which the collision is an incident—in this case £2 3s. 6d. So his total liability here was £102 3s. 6d., out of which claims to the extent of £330 9s. 7d. had to be met. Had the claimants all joined in one action, it is clear that the barge-owner could only have recovered his rateable proportion of the £72 15s. 3d.—namely, £22 5s., or a little more than one-fifth of the total amount payable by the defendant. The remaining four-fifths would have gone to the other claimants. Since, however, the barge-owner got his judgment first, the county court judge refused to

consider the rights of the other injured parties, and awarded to him the whole £72 15s. 3d. found due. This decision certainly does not seem common sense or common justice, although it agrees admirably with the celebrated adage of MARK TWAIN—who commenced life as a pilot—that: "Thrice is he armed who has his quarrel just, but nine times he who gets his blow in just." The Divisional Court, however, felt compelled, by a lacuna in the Merchant Shipping Act, to uphold this decision. That statute, in two different sections, provides for limited liability—that of the shipowner and that of the pilot. In the case of the former, there is machinery in the statute which provides that, on judgment given against the ship and on a claim to limit liability being put in, all injured parties are to be heard and have their claims assessed. No such machinery is provided in the case of pilots, and the court did not feel warranted in supplying one out of its inherent powers to rectify a *casus omissus* in the statute. As SCRUTTON, J., pointed out, however, there is at present a Pilotage Bill before Parliament which provides such machinery.

Negligence with Regard to Poisons.

A STRANGE story was recently told to the Sixth Chamber of the Tribunal of the Seine, in an action to recover damages for the death of a person alleged to have been caused by the act or default of the defendant, a married woman. The deceased, a male opera singer, while on a visit to the defendant and her husband, became unwell, and she thereupon offered him what she supposed to be antipyrin. The unfortunate vocalist swallowed a "cachet" of what was offered to him, and died immediately afterwards. It appeared that the defendant had shortly before this event found in her garden a small parcel of medicaments which, as she supposed, had been sent by her druggist. The cachet given to the deceased was in this parcel, and she had forgotten that her husband had some time before received from some person unknown chocolate bonbons, which had been found on analysis to contain arsenic. The cachets sent to the defendant and her husband contained strychnine, and a woman who was convicted of having sent them was sentenced to penal servitude. The widow of the deceased now brought her action against the defendant, as having indirectly caused the death of her husband by her negligence in giving him the cachet, and claimed as damages 150,000 francs. The court, after carefully considering the case and wholly acquitting the defendant of any evil intention in her dealings with the drug, considered that, having regard to the fact that poison had been recently sent to her house in circumstances not unlike those attending the deposit of the fatal cachet, she ought in any view to have had her suspicions aroused, and that she must be taken to have acted with a lamentable want of prudence and foresight. Damages were accordingly awarded to the widow, but the amount was far short of that claimed. We believe that, in England, those who receive prescriptions for their own use are not content with this use, but often pass them on to their relatives and friends. But in spite of this carelessness, which is much to be deprecated, we believe that there are very few cases in this country in which substantial damages have been awarded against any one, not being a medical practitioner, who has been guilty of negligence in the administration of poisonous drugs.

Liabilities of Cloak Room Proprietors.

THE SUBURBAN solicitor with a quiet practice is very familiar with the lady client who wishes to know whether she can successfully sue a dance committee or a theatre or a restaurant for the loss of her cloak or some similar article deposited with them. The law on the point is by no means so clear as one might reasonably expect it to have become in a civilized country, where for centuries ladies have attended places of entertainment freely, and have not attained any remarkable proficiency in the fine art of conserving their belongings. It would seem, however, that three classes of cases, involving a different degree of liability, must be distinguished. Highest is that of an innkeeper who holds himself out to entertain guests for reward; "by the custom of the realm" he is bound to ensure the safety of his guests' baggage left within the inn: *Daleford v. An Innkeeper* (1400, Year Book, 2 Henry IV., folio 7). According to some old

authorities this heavy liability was imposed because innkeepers were habitually in league with highwaymen. However that may be, the burden exists, in the absence of negligence, and even if the goods have been stolen by a burglar or another guest; in fact, in every case save when the loss is the fault of the traveller himself: *Robins, &c. v. Gray* (1895, 2 Q. B. 501, per Lord ESHER, at p. 504). When a restaurant is the dining-room of a hotel this liability attaches, even although the guest is not staying at the hotel, but is merely a casual diner: *Orchard v. Buck* (1898, 2 Q. B. 284). And in a case in which a hockey club used a room at an inn only once a week, the same rule was held to apply to articles left in it by the members: *Wright v. Anderton* (1909, 1 K. B. 209). An ordinary restaurant keeper, however, who does not keep an inn, would appear from these cases to escape this heavy burden; he comes within the second class, namely, contractors who undertake for reward the bailment of another's goods, or receive them in a cloak-room, as an incident to the carrying out of some contract such as the holding of an entertainment. These persons would appear to be liable only if actual negligence, or failure to take reasonable care is proved: but there is a presumption of negligence when loss under ordinary circumstances has once been established: *Bullen v. Swan Electric Engraving Co.* (1907, 23 T. L. R. 258). A gratuitous bailee, on the other hand, is in a third class: he is only liable for gross negligence: *Coggs v. Bernard* (1704, 1 Sm. L. C. 173). Now it is not always easy to say when a bailment is really gratuitous, nor is it easy to distinguish between gross and ordinary negligence; some judges have gone so far as to deny that any distinction exists. In the recent case of *Rake v. Cain*, however (*Times*, November 23rd), the court successfully applied some such test to a case in which the plaintiff, admitted to an entertainment on payment of three shillings, sued for loss of a cloak deposited in a cloak-room provided by the organizers of the occasion. The court took the view, based apparently on the amount of the payment when contrasted with the nature of the entertainment, that the payment was for admission only; that the defendants were, therefore, mere gratuitous bailees of the cloak; and that the failure to take special precautions for safeguarding articles in the cloak-room was not such gross negligence as to make a gratuitous bailee liable.

The Maritime Conventions Act, 1911.

IN DECIDING the case of *The Cairnbahn* (*Times*, November 8th) the President had to consider carefully the meaning of the first subsection in the first section of the Maritime Conventions Act, 1911, which is in the following terms: "Where, by the fault of two or more vessels, damage or loss is caused to one or more of those vessels, to their cargoes or freight, or to any property on board, the liability to make good the damage or loss shall be in proportion to the degree in which each vessel was in fault." There are various provisos to the subsection, one of which provides that "nothing in this section shall . . . be construed as imposing any liability upon any person from which he is exempted by any contract or by any provision of law." Again, subsection (2) enacts that salvage or damages recovered at law, against either vessel are to be regarded as included within the loss or damage to be borne as provided in subsection (1). Now, on December 25th of last year, just nine days after the date on which the Act received the Royal Assent and came into force, a steamship collided on the Tees with a barge towed by a tug; in the ensuing action of barge against steamship, the President found both steamship and tug to blame in equal degrees, and found a verdict for the full amount of her damages in favour of the barge against the steamship. By the operation of subsection (2), the damages so recovered become loss due to the fault of both steamship and tug, and accordingly the steamship claimed that in virtue of subsection (1) such loss should be divided equally between the tug and herself, since both had been found equally to blame. The tug, on the other hand, claimed that it was not liable to reimburse to the steamship one penny of the damages which the latter had been ordered to pay the barge. The argument for this view is neat and ingenious. The rule laid down in section 1, it is said, only applies to cases in which, prior to the Act and to the Judicature

Act of 1873, section 25 (9) of which is repealed by the Act, the division of loss between the two vessels would have been governed by the Admiralty rule that two colliding vessels, guilty of negligence and contributory negligence respectively, are bound each to bear a moiety of the loss. It has no application at all to cases in which, prior to 1873, the common law rule of no contribution between two tort-feasors would have been the governing principle. And in the present case, since the two, steamship and tug, were not colliding vessels—neither collided with the other—the common law and not the Admiralty rule, it was contended, would have been, prior to 1873, the proper rule to apply: *The Devonshire* (1912, P. 21, A. C. 634); *The Frankland* (1901, P. 161). If that is so, it was contended, then the proviso which excludes liability where such liability is contrary to "any provision of law," operated here so as to exclude the liability of the tug as a joint tort-feasor to make contribution. Sir SAMUEL EVANS, however, refused to construe the statute in this way. He took the simple view that the object of the Act was to establish a uniform rule among all nations, and, therefore, it could not have been intended to preserve an anomalous rule of the English common law which is foreign to all other systems of jurisprudence. The proviso, he held, could be otherwise accounted for; it referred to such pleas as the defence of compulsory pilotage contained in section 633 of the Merchant Shipping Act, 1894.

Early and Improvident Marriages.

THE NEWSPAPER reports of cases before the metropolitan police magistrates afford strong proof of the unhappy results of early and improvident marriages. These marriages, having regard to the age of the parties, are often described as the marriages of children, but they continue to be sanctioned by our law. It is not generally known that in France, a country whose inhabitants are upon the whole more precocious than their English neighbours, a marriage contracted by a Frenchman under eighteen years of age is absolutely void, while the woman must be over fifteen years of age. We say nothing of the conditions under which no valid marriage can be celebrated without the parental consent where the man is under twenty-five and the woman under twenty-one years of age. It would be difficult to enforce these conditions in this country, but we cannot believe that there would be any effective opposition to a proposal to limit absolutely the age within which any marriage may be contracted. Early marriages among the poorer sort of people are, in many cases, a matter of usage and fashion, and might possibly go out of favour if it became obvious that they were discouraged by our statute law.

More About Fire Insurance.

ON a former occasion (54 SOLICITORS' JOURNAL, 536) we discussed at some length the provisions as to insurance against fire commonly inserted in assurances of various natures. We pointed out that judges of great experience held doubts as to the correctness of some of the decisions as to the application of moneys received under a policy of fire insurance. The case of *Sinnott v. Bowden* (1912, 2 Ch. 414) (a case well deserving careful perusal) not only puts an end to those doubts, but also decides some points on the law as to fire insurance which have not before received judicial decision.

The facts in this case were somewhat complicated, but for the purpose of this article they may be stated as follows. In 1911 B charged a cottage, with a shed in the rear, with payment to C of £30 and interest, and covenanted by the deed of charge to insure the mortgaged property against fire; but, as appears by the judgment, no covenant was entered into for the application of the policy moneys in making good the damage. At the date of the charge B had insured the mortgaged property for £190, and, by the same policy, the contents of the shed for £10. The policy was an annual one expiring at Christmas, and after the date of the charge, B renewed it, and it was in force at the date of the fire. In February, 1912, the cottage, the shed, and the contents of the shed were damaged by fire, and the amount of the

insurance money was agreed at £108 15s., which included compensation for the damage done to the contents of the shed. In May, 1912, S, a judgment creditor of B, obtained a garnishee order nisi attaching the insurance money. Shortly afterwards C served the insurance society with a notice requiring the insurance money to be applied in rebuilding. S thereupon applied to the court to have the garnishee order made absolute; B opposed the application.

The case was fully argued, and PARKER, J., delivered a most luminous judgment, in which he decided—

(1) That the Fires Prevention (Metropolis) Act, 1774 (14 Geo. 3, c. 78), s. 83—discussed in the article above referred to, and providing that "the office shall, at the request of any person interested in a house or buildings which may be destroyed or damaged by fire, cause the insurance moneys to be laid out towards rebuilding or repairing the damage"—applies to the whole of England, notwithstanding the doubts expressed by Lord WATSON in *Westminster Fire Office v. Glasgow Society*, (13 App. Cas. 699), and that the section applies as between mortgagor and mortgagee, notwithstanding the doubts of Lord SELBORNE in the same case; and accordingly that C had a right under the section to have so much of the policy moneys as arose in respect of the damage to the buildings applied in making it good.

(2) That C had a similar right under the Conveyancing Act, 1881, s. 23 (3), which provides that "all moneys received on an insurance effected under the mortgage deed or under this Act, shall, if the mortgagee so requires, be applied by the mortgagor in making good the loss or damage in respect of which the money is received."

(3) That the policy in question was, within the meaning of the sub-section, "effected under the mortgage deed," because, although it existed at the date of the mortgage, it was renewed subsequently, and could have been relied upon by the mortgagor as a compliance or part compliance of his covenant to insure; and further, that a mortgagor cannot get rid of the right of the mortgagee to receive the money under the sub-section by himself parting with the right to receive the money; and

(4) That the statutory rights of the mortgagee would not be displaced by a garnishee order, even if made absolute, if he applies for relief before the money is actually paid.

H. W. E.

The Divorce Commission Report.

IV.

(4.) *The Equality of the Sexes.*—As a preliminary to the question of altering the law as to the grounds on which divorce can be obtained, the report discusses whether the sexes ought to be placed in this respect on an equal footing. Historically, divorce seems to have been the privilege of the man. During the period of private divorce Acts only four were in favour of wives. The Matrimonial Causes Act, 1857, it is pointed out, stereotyped the old views, but the point by no means passed unchallenged. When the Bill was before the House of Lords, Lord LYNCHURST maintained that the existing state of law was to demoralize and degrade the lower classes, and urged in strenuous language the equality of the sexes. Mr. GLADSTONE, though he objected to divorce altogether, held that the evil of introducing the principle of inequality between men and women was far greater than the evil which would arise from additional cases of divorce. In Scotland and in most other countries there is no such inequality as the Legislature has established in England, and the Commissioners point out that in principle there can be no adequate reason why two persons, who enter into matrimonial relationship, should have a different standard of morality applied to them; and after observing that nothing has been more striking in the inquiry than the agreement amongst the great majority of the witnesses, who dealt with the question, in favour of equality, they conclude "that no satisfactory solution of the problem, which is raised as to the personal relations between husband and wife, can be found, except by placing them on equal footing and by declaring that, whatever grounds are permitted to a husband for obtaining a divorce from his wife, the same grounds

shall be available for a wife in a suit against her husband. It may be safely left to a woman to consider whether she will exercise her rights, and it may reasonably be expected that, as has been proved by actual experience in Scotland, physical, social, pecuniary, and other considerations will have their natural effect, and lead to such rights not being exercised, at any rate, in the great majority of cases, without such good and sufficient reason as will meet with the approval of relations and friends of the wife." No doubt there are differences in the case of husband and wife, and these the Commissioners do not overlook; but probably there will be general agreement that they are not a reason for assigning different grounds of divorce. Because the right of divorce exists it does not follow that it will be exercised.

(5.) *Extension of the Grounds of Divorce.*—The report of the majority of the Commission on this head has already been the subject of public discussion, and it is the chief reason for the presentation of the minority report. Theological considerations enter into the question, but no doubt the majority report is right in treating divorces as a matter to be dealt with as a civil, and not an ecclesiastical, question. It recognizes that marriage is not an ordinary contract in which no one is concerned but the parties, and that it ought not to be put an end to at their will. The children are to be considered, and the general interests of the State, the continuance of which depends on the procreation and upbringing of children, and the maintenance of a proper standard of morality. These are considerations which make it necessary to restrict, as far as possible, the grounds for divorce, but they do not justify the continuance of the legal bond of marriage when the married life has, in fact, come to an end. Adultery is already recognized as a ground for divorce, and both wilful desertion and habitual drunkenness are grounds for judicial separation, which is divorce without the liberty of remarriage. The real question is whether judicial separation shall produce in law the dissolution of marriage which it produces in fact, and whether the grounds of divorce shall be extended to cover the common cases which render the actual continuance of the marriage relation impossible.

To these questions the majority report returns an affirmative answer, and after a detailed examination of the various suggested grounds of divorce, and of the evidence relating to them, they recommend, as grounds for dissolving marriage, (1) Adultery, (2) wilful desertion for three years and upwards, (3) cruelty, (4) incurable insanity after five years' confinement, (5) habitual drunkenness found incurable after three years from the first order, and (6) imprisonment under a commuted death sentence. Into the arguments adduced for allowing these grounds of divorce it is unnecessary for us to go, though it may be noted that, according to the statistics, the probability of recovery from insanity after five years is very remote. These matters will be the chief subject of discussion when the Legislature is asked to put the recommendations of the report into force. It is not necessary to predict what weight will be allowed to the protests of theologians, or whether the carefully reasoned statements of the majority report will prevail. To lawyers, who are mainly concerned with the practical aspects of the case, and who know the evils which marriages, broken in fact, but not in law, entail, the report may not seem to go too far. True morality, the report points out, depends not on the indissolubility of marriage, but upon the allowance of dissolution under proper safeguards. "The fear," says the majority of the Commissioners, "of those who would treat the marriage tie as indissoluble, or would oppose any extension of the present grounds for divorce, is that the stability of the marriage tie in general would be adversely affected, and that there would be a general lowering of the standard of morality. We believe that this fear is groundless, that it ignores the actual experiences of life, and that, if it were strictly acted on, it would perpetuate the evil results produced by the present state of the law. The remedy of divorce is at present, as we have shewn, practically inaccessible to the poorer classes, and the evidence before the Commission shews that this state of things does not tend to develop due regard for marriage, but the reverse."

(6.) *Suggested Amendments in the Law and Practice relating to Divorce, Nullity of Marriage, and other Matrimonial Questions.*—A

complete discussion of the points arising under this head would take us too far. According to English law jurisdiction in divorce depends on domicile, but the principle raises difficulties where persons domiciled here are for long periods resident abroad; where a husband deserts his wife and goes abroad with the intention of changing his domicile; and in cases such as *Ogden v. Ogden* (1908, P. 46), where there is a conflict of laws, and a marriage is well dissolved in one country and not in another, with the result that a second marriage is lawful in the former country and not in the latter. The Commission naturally find it difficult to clear away the complications which arise from these causes. They must continue as long as some systems of law make questions arising on the marriage contract depend on domicile and others on nationality; nor can they be avoided even within the British Empire, while different systems of marriage law prevail. But the Commissioners recommend certain amendments of the law which would tend to diminish the inconvenience thus resulting:—That British subjects domiciled in England, but resident abroad, should be allowed to have a decree, made on a trial in their place of residence, registered in England, and this would operate, if not contrary to English law, as though made here; that a wife deserted here should retain her domicile for the purpose of a suit here; and that an English court should, in a case like *Ogden v. Ogden* (*supra*), be able to declare null a marriage already duly declared null in a foreign country. Moreover, considerable extensions are recommended in the grounds on which a marriage can be declared null, including incipient insanity at the time of marriage. After long absence of one spouse, the other spouse may be able to contract a second marriage without incurring the penalties of bigamy; but the second marriage is not valid if the absentee, is in fact, alive. It is suggested that, under such circumstances, an order of the court might be obtained presuming the death, and enabling a valid second marriage to be contracted.

As regards procedure and practice numerous suggestions are made, but here again it would be premature to attempt detailed examination. The suggestions shew, however, the thoroughness with which the Commission has done its work. They cover the defences which should be permissible in matrimonial suits, evidence, damages, costs, proceedings *in forma pauperis*, rules, variation of settlements, and other matters. Attention may be called to the recommendations that the rule-making authority in matrimonial cases should be the Rule Committee, and not, as at present, the President of the Probate, Divorce, and Admiralty Division, and that the procedure should be assimilated to that of the other divisions of the High Court; in particular, that the proceedings should be commenced by writ; and it is recommended that trials in divorce and matrimonial causes should be before a judge alone. The Commissioners appear to be of the opinion that it is usually a party with a bad case who wishes for a jury, and though a jury is, no doubt, a valuable protection to the liberty of the subject, and, to some extent, a guarantee against the enforcement of harsh laws, yet it is by no means an ideal body for the ascertainment of facts.

A chapter of the report is devoted to the question of the marriage of guilty parties, but this is of theoretical rather than practical interest. Such marriages are allowed at the present time, and it is unlikely that there would be any general desire to interfere with their legality, not withstanding that in some quarters there are objections to them.

(7.) *Reports of Divorce Cases.*—The Commission had a table prepared of the number of columns devoted by different newspapers in 1909 and 1910 to reports of divorce cases. The result shews that the opinion of editors as to the amount of their fare which their readers want varies considerably. In fact, the reporting of divorce cases is very much overdone. The real importance of the cases is to the parties themselves, and the interest taken in them by the public is to a large extent unwholesome. The harm done could be prevented by hearings *in camera*. This course is largely followed in foreign countries, but in England only to a limited extent. The Commission consider it to be opposed to general English sentiment, and they do not recommend a general prohibition of reports of divorce cases. They recommend, however, various changes in the law or practice

which would considerably restrict the reports:—(1) That the judge should have statutory power to close the court for the whole or part of a case, if the interests of decency, morality, humanity, or justice so require; (2) that he should have statutory power to order that particular portions of the proceedings should not be reported; and (3) that there should be no report of a case at all until after it is finished. Probably the Commission attach too much importance to publicity in cases of this kind. "The English view," they say, "is that divorce is a grave matter, which concerns the public as well as the parties, and in the English courts the characters and the future prospects of the litigants are seriously at stake." But it will clearly impose a very onerous duty on the judge if he has to be on the watch all the time to distinguish between what can be reported and what cannot, and the main consideration is how the trial can be most efficiently conducted, and not how publicity can be preserved. One of the suggestions made to the Commission was that the hearing should be in open court, with prohibition of all reports, except a record of the names of the parties, the charges made, and the result. There is much to be said for this, but here, as in the report generally, the majority of the Commission have confined themselves to what appears to be practicable, and this feature of the report should insure its successful fruition.

Reviews.

Lawyers' Diaries.

THE SOLICITORS' DIARY, ALMANAC, AND LEGAL DIRECTORY, 1913. SIXTY-NINTH YEAR OF PUBLICATION. Waterlow & Sons (Limited).

SWEET & MAXWELL'S DIARY FOR LAWYERS FOR 1913. Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited); Manchester: Meredith, Ray, & Littler.

THE LAWYER'S COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1913. Edited by E. LAYMAN, B.A., Barrister-at-Law. SIXTY-SEVENTH ANNUAL ISSUE. Stevens & Sons (Limited); Shaw & Sons.

The appearance of these well-known diaries shews that we are close on a new year, the time for new diaries and good resolutions. The good resolutions may be made and kept, or not; the diaries must be got and duly filled. But the blank spaces which will be used as the year goes on are but a small part of the advantages which they offer. In Messrs. Waterlow & Sons' issue there are treatises on the Stamp Acts and on the death duties, lists of county courts and the various judicial officers, information as to oaths, and the registering of deeds, the Solicitors' Remuneration Order and scale of fees, and precedents of costs. In addition to these matters, there is an alphabetical index of the statutes from the accession of Queen Victoria to the present time, and lists of barristers-at-law and solicitors, in London and in the provinces. The treatise on the Stamp Act, and the law and practice of stamping documents, has been revised so as to bring it up-to-date, and under "Conveyance on Sale," there is useful information as to the apportionment of the consideration on sale of a business, and a statement of cases decided under this head. The portions on oaths, solicitors' charges and death duties have been revised by Mr. J. Godfrey Hickson, solicitor. The information as to registration of title is a useful feature.

Messrs. Sweet & Maxwell's diary is also packed with information. The list of statutes is confined to the principal statutes, arranged under alphabetical headings, but, while most of these are modern, earlier legislation is referred to when necessary. The list of Supreme Court fees and other fees, and also the tables of costs in the various courts are conveniently arranged, and time tables are given for the various proceedings in the Supreme Court and in county courts, and in bankruptcy. The stamp duties and also interest tables are included, and information as to trust investments; and there is a list of town and country members of the Law Society.

The Lawyer's Companion and Diary, published by Messrs. Stevens & Sons (Limited) and Messrs. Shaw & Sons, interposes the diary between the miscellaneous information which forms the first part of the volume, and the complete list of the bar and of solicitors, which forms the last part. This last part also gives lists of county courts and registrars, official receivers, district probate registries, coroners, police magistrates, and other officials, and a list of the practising members of the Institute of Chartered Accountants. The prefatory matter includes well-arranged tables of fees, costs, and stamp duties, information as to death duties, and an alphabetical index to the principal practical statutes.

Books of the Week.

Divorce.—Divorce Problems of To-Day. By E. S. P. HAYNES. W. Heffer & Sons (Limited).

Local Legislation.—Local Legislation, 1900—1911, Compiled and Arranged by FRANK NOEL KEEN, LL.B. Barrister-at-Law. With an introduction by Sir CHARLES NICHOLSON, Bart., M.P. Walter Southwood & Co. (Limited).

Local Legislation Supplement for 1912.—Compiled and Arranged by FRANK NOEL KEEN, LL.B., Barrister-at-Law. Walter Southwood & Co. (Limited).

Correspondence.

Hire-Purchase Agreements.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I was interested to read the letter, which appeared in your last issue, of your correspondent Mr. Haslam. He suggests that it is "impossible to devise any method whereby the trader can be protected from the dishonesty of the hirer," but he has overlooked or misapprehended the effect of the decision in *Helby v. Matthews* (1895, A.C. 471). Since that case it has been possible to devise an agreement which will protect the trader.

No doubt your correspondent has read Mr. Cyprian Williams' able article, which makes the matter perfectly clear.

ARTHUR C. DOWDING.

14, South-square, Gray's-inn, Dec. 5.

The Increased Licence Duties.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I should be glad if you would give in your next issue your construction of section 2 of the Finance Act, 1912 (2 & 3 Geo. 5, c. 8), in reference to the proportion payable by, or returnable from, the owner of licensed premises to his tenant.

The clause is extremely difficult to understand, and as the county court rules, as far as I am aware, have not yet been published one, is at a loss to know the meaning of the clause.

Cardiff, Nov. 21.

WM. THOMAS.

[See observations under "Current Topics."—Ed. S.J.]

Post Office Savings Bank.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We have had considerable correspondence with the Controller of the Post Office Savings Bank in reference to an absurd regulation, which prevented money being paid by him, on the closing of a deposit account, by warrant direct to the ordinary banker of the executor or administrator of a deceased depositor.

The regulation required that the executor or administrator should attend personally or by agent at some local post office, and receive payment across the counter, a course not only very inconvenient but also dangerous as inviting personation.

We are pleased to be able to state that our correspondence has resulted in the abolition of this absurd regulation, and that warrants will in future be made payable to an executor's or administrator's banker, upon written directions such as any ordinary company or business firm accepts.

We may add that we have been agitating for this for some years, and should like to see the practice made to apply generally, but at present we have only succeeded in effecting the abrogation of the old regulation so far as the estates of deceased persons are concerned.

Bristol, Dec. 3.

BURGES & SLOAN.

The Trade Disputes Act, 1906.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The immunity from liability for tortious acts committed by persons in contemplation or furtherance of a trade dispute appears to be of growing interest.

In your issue of November 23rd you report the case of *Dallimore v. Williams*, in which the Court of Appeal ordered a new trial on the issue as to the existence or non-existence of a trade dispute.

An important question arises, i.e., whether in any circumstances section 3 of the Trade Disputes Act, 1906, could be properly pleaded as a defence to the plaintiff's cause of action, namely, that the acts complained of were done by the defendants in contemplation or furtherance of a trade dispute.

Section 5, sub-section 3, defines a trade dispute as "any dispute between employers and workmen, or between workmen and work-

men, which is connected with the employment or non-employment or the terms of the employment, or with the conditions of labour, of any person, and the expression workmen means all persons employed in trade or industry.

It is therefore submitted that a trade dispute cannot exist in the absence of workmen, i.e., persons engaged in trade or industry, and that in order to get the benefit of the Act it would be necessary to prove the existence of a dispute between an employer and persons engaged in trade or industry, or between two or more sections of persons engaged in trade or industry concerning the matters mentioned above, and the existence of such a dispute between employers and employees or between employees and employees engaged in any business other than trade or industry is not a trade dispute within the meaning of the Act.

The alleged disputants in the case in question were members of the "Amalgamated Musicians' Union," whose employment was apparently to produce music in some shape or form, and under those circumstances they can scarcely be said to have been employed in trade or industry.

Moreover it would seem that the Legislature never intended that parties to every dispute of the nature mentioned in the section should be immune from liability for every wrong committed in contemplation or furtherance of such dispute. The Act relates only to workmen, and the definition "persons engaged in trade or industry" is equivalent to "workmen" in the popular sense of the term.

R. W. E.

[But surely musicians are engaged in an "industry."—ED. S.J.]

CASES OF THE WEEK.

Court of Appeal.

Re WEST YORKSHIRE TRAMWAY BILL, 1908. No. 1. 3rd Dec.

TRAMWAY COMPANY—WIDENING OF ROAD—ABANDONMENT OF UNDERTAKING—COMPENSATION FOR PROPERTY RENDERED LESS VALUABLE BY ABANDONMENT.

Promoters of a tramway, in exercise of their powers, purchased from the owner of land at the corner of two roads a triangular piece for the purpose of widening the roadway. The tramway could not, under the Act, be opened until the road had been widened. The undertaking was abandoned, and the owner of the land cut off from the frontage to the road which the widening would have given him.

Held (reversing Warrington, J., ante, p. 78) that the owner was a person who was entitled to come in and prove his claim that the property had been rendered less valuable by the abandonment of the undertaking.

Appeal from a refusal of an application by Warrington, J., (ante p. 78). The applicant was the owner of a plot of leasehold land, held for a long term, at the corner of two roads in Elland, Yorkshire, and in 1906 entered into a conditional contract with the promoters of a Bill which became law as the West Yorkshire Tramways Act, 1906, to sell to them a triangular piece of land, part of the site of a shop and house, for the purposes of their undertaking. The agreement was afterwards adopted by the company formed to construct the tramways, and the price fixed at £1,200. The premises were subsequently assigned to the company and the purchase money paid. By section 81 (2) of the Act it was provided that the company should execute and carry out to the reasonable satisfaction of the Elland Urban District Council the widenings, including No. 4, the widening in question, concurrently with the construction of the tramway between West Vale and Elland Town Hall, and before its opening for public traffic. The tramway was not constructed and the company's undertaking was abandoned. The buildings had been left, and the applicant was cut off from his frontage to the street. The applicant asked that he might be allowed to come in and establish a claim to compensation out of the statutory deposit paid into Court as a person whose property had been rendered less valuable by the abandonment, notwithstanding that the Master had certified that there were no such persons, and alternatively that he might make a claim as a creditor of the Company. Warrington, J., refused the application on the ground that the tramway might have been made under the Act without widening the street.

COZENS-HARDY, M.R., stated the facts and proceeded: If this tramway were constructed, the applicant would have a frontage to the street, but if it were not, he would be cut off from the frontage. Under section 66 of the Act the deposit fund was to be paid into Court, and applied in accordance with section 67, if the tramway were not completed, towards the compensation of any persons whose property had been rendered less valuable by the abandonment. By section 68 compensation was to be paid to persons whose property was taken for purposes of widening. We find there is an express limit of time within which the tramways are to be completed, and by section 81, for the protection of the Elland Council, unless otherwise agreed on in writing between the council and the company (which has not been done), the company are to commence and continue the construction of tramway No. 8, and complete the same within two years, and concurrently with the construction are to execute the widening contemplated. That, in

my opinion, imposes a positive obligation on the company. The case of *Re Southport and Lytham Tramroad Act, 1900* (1911; 1 Ch. 121) may be distinguished from this case as an obligation imposed by covenant. It is impossible to say that the present applicant is not within section 67, as the abandonment of the undertaking prevents the company from doing that which necessarily preceded the opening of the tramway. The obligation might have been put an end to by agreement, but it was not. That, however, did not make it contingent; it was still absolute. The appeal must be allowed with costs here, but without interfering with any terms made by the judge in the court below as to costs there.

FARWELL, L. J., delivered judgment to the same effect, and observed that he could not understand the object of section 68, which must, he thought, have been inserted by an oversight.—COUNSEL, *Levett, K.C.*, and *Percy Wheeler*, for appellants; *Cave, K.C.*, and *Crossfield*, for respondents. SOLICITORS, *Williamson, Hill & Co.* for *Land & Foster*, *Halifax*; *Deacon & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

LEETHAM v. BAKE. No. 1. 29th and 27th Nov.

DEFAMATION—WORDS NOT ACTIONABLE PER SE—MALICIOUS FALSEHOODS—SPECIAL DAMAGE—LOSS OF BUSINESS—EVIDENCE—PLEADING.

In an action for damage to a business caused by malicious falsehoods where the words are not defamatory nor actionable per se, the plaintiff must prove actual loss of customers to whom the words were spoken, and cannot as a rule give evidence of a general decline of business.

Quære whether on proof of actual loss the jury might award damages in excess of such actual loss, by way of punishment or example.

Ratcliffe v. Evans (1892, 2 Q. B. 524) applied.

Application of the defendant for judgment or a new trial on appeal from verdict and judgment at the trial before Lawrence, J., and a special jury. In 1911 the bakers in Bournemouth were incensed at the conduct of a certain baker called Price, who, they considered, had adopted unfair methods of competition. They held a meeting and passed a resolution not to buy flour from millers who supplied Price. The plaintiff and defendant were millers, and the present action arose out of statements made to various bakers in Bournemouth by the defendants' manager to the effect that the plaintiff sold flour to Price and was on good terms with him. The course of the trial appears in the judgment, and the jury awarded £200 damages.

COZENS-HARDY, M.R.—This action is in form shaped solely as for defamation. The statements complained of are set out in the statement of claim, followed by the innuendo that they imputed that the plaintiff was supporting Price in unfair competition, thus exposing him to contempt. Such an innuendo is always found in defamation cases, and only found there. The Judge at the trial ruled that the statements were not capable of a defamatory meaning, and I think he was quite right in withdrawing that part of the case from the jury. After that ruling the case proceeded on the view that the words, though not defamatory, were false and malicious and had led to damage. On a fair reading of the statement of claim, I do not think that such a case was present to the mind of the pleader, but I will assume that it was intended to be raised. Now what the plaintiff has to prove in such a case is laid down with great exactness in the very remarkable judgment of Bowen, L.J., in *Ratcliffe v. Evans* (1892, 2 Q. B. 524, at p. 527), where he says: "That an action will lie for falsehoods not actionable per se, or even defamatory, where they are maliciously published, where they are calculated in the ordinary course of things to produce, and where they do produce, actual damage, is established law. Such an action is not one of libel or slander, but an action on the case for damage wilfully and intentionally done without occasion or excuse, analogous to an action for slander of title. To support it, actual damage must be shewn, for it is an action that only lies in respect of such damage as has actually occurred." His lordship then examined the evidence of two customers of the plaintiff to whom the statements were made, and who were alleged to have ceased to deal with him, and concluded: I see no evidence of any loss of business with these customers. Then it is said that in a case of malicious damage you can give evidence of general loss of business, but this again is met by the judgment of Bowen, L.J., at p. 530: "General loss of custom cannot be proved in respect of a slander of this kind when it has been uttered under such circumstances that its repetition does not flow directly and naturally from the circumstances under which the slander itself was uttered." The plaintiff must stand or fall by proof of actual damage, and he has not proved any. We need not therefore consider whether on proof of specific damage the jury could properly have given more than the pecuniary loss proved, by way of punishment.

FARWELL, L.J., in the course of his judgment, said that treating the action as one of slander he did not think it would be enough to prove that the words rendered the plaintiff obnoxious to a limited class like the bakers of Bournemouth; it should be proved that the words produced a bad impression on the minds of average, reasonable men. *Miller v. David* (L. R. 9, C. P. 124).

HAMILTON, L.J., delivered judgment to the same effect, and the appeal was allowed, judgment being entered for the defendants.—COUNSEL, *Duke, K.C.*, *Hohler, K.C.*, and *J. G. Joseph*; *F. E. Smith, K.C.*, *McCardie*, and *Burrows*. SOLICITORS, *C. E. Gresham*; *Arnold, Carter, & Co.*, for *H. E. Hewitt*, York.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

Re SIR W. B. AVERY. PINSENT v. AVERY. WRIGHT v. MARGHILOMAN. No. 1. 6th, 7th, and 28th Nov.

REVENUE—FINANCE ACT, 1894, SS. 6 (2), 7 (6), 8 (3) AND (4)—REVERSIONARY INTEREST PASSING TO EXECUTORS—ESTATE DUTY—LIABILITY FOR, AS BETWEEN EXECUTORS AND TRUSTEES.

Where a reversionary interest expectant on the death of the testator's widow, arising under his marriage settlement, passes to his executors on his death, the estate duty in respect of such interest is payable by the executors out of the general residue, and not by the trustees of the settlement out of the trust funds.

Decision of Warrington, J., reversed.
Re Dixon (1902, 1 Ch. 256) overruled.

Appeal from the decision of Warrington, J. By a settlement made on the marriage of the testator in 1902, funds were vested in trustees on trust for the testator for life, and then for his widow for life, and subject thereto on trust for the testator absolutely. The testator died in 1908, leaving his widow him surviving, and having made a will directing his funeral and testamentary expenses to be paid out of his residuary estate which he bequeathed to his son, and directing his reversionary interest in the settled funds to be held on certain trusts for the benefits of his daughters. On a summons to determine whether the estate duty in respect of the settled funds fell on the residuary estate or on the funds, Warrington, J., following *Re Dixon* (1902, 1 Ch. 256), held that it must be paid by the trustees out of the funds. The daughters appealed and contended that the executors were liable to pay it out of the residuary estate.

COZENS-HARDY, M.R., stated the facts and said: Now it is perfectly clear that the reversionary interest formed part of the testator's estate which he was competent to dispose of at his death, and which he did in fact dispose of by his will. By section 6 (2) of the Finance Act, 1894, there is a positive obligation thrown on the executors before obtaining probate to pay the estate duty in respect of all personal property of which the testator was competent to dispose. This obligation seems to be absolute, although by virtue of section 7 (6) there is an option in the executors to postpone payment in respect of a reversionary interest until it falls into possession. (See also section 8 (3).) It is sought by the residuary legatee to evade this obligation by alleging that the Crown on the testator's death could claim estate duty on the entirety of the settled fund, and for this purpose they rely on section 8 (4). This does not seem to me to conclude the matter. The Crown may have the right to proceed against the trustees of the settlement. As to that, I say nothing. The only question before us is as to the rights of the beneficiaries under the testator's will. I feel no doubt that the duty payable by the executors pursuant to their obligation in respect of the reversion must be treated as estate duty payable in respect of the whole settled property, for it is impossible to suggest that the Crown could first get duty in respect of part, and afterwards claim duty in respect of the entirety. His Lordship then considered the case of *Inland Revenue Commissioners v. Priestley* (1901, A.C. 208), where the circumstances were similar to those of the present case, and the executors having paid estate duty on the corpus with a deduction in respect of the life interest, it was held that on the death of the life tenant no further duty was payable. He concluded that the view taken by Buckley, J., in *Re Dixon* (*ubi sup.*) that "the duty in respect of the settled fund is not the duty, and does not include the duty or any part of the duty, in respect of the deceased's interest in the reversion," was erroneous, and as it had been (quite properly) followed by Warrington, J., in the present case, the appeal must be allowed.

Judgments in the same sense were delivered by FARWELL and HAMILTON, L.JJ.—COUNSEL, Danckwerts, K.C., and Maughan; Clauson, K.C., and E. Knowles Corrie. SOLICITORS, Field, Roscoe, & Co.; Dixon, Weld, & Co.; Stow, Preston, & Lytleton.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

Re HODGSON. WESTON v. HODGSON AND OTHERS.
Neville, J. 18th Oct.

SETTLEMENT—LIFE ESTATE DETERMINABLE ON ALIENATION—POWER TO APPOINT AMONGST CHILDREN—ADVANCEMENT OUT OF APPOINTED AND UNAPPOINTED SHARES—RELEASE OF LIFE INTEREST IN APPOINTED SHARES—LIFE INTEREST NOT FORFEITED.

The partial exercise in favour of a child who marries of a power of appointment given to a husband and wife by their marriage settlement does not operate to take the appointed share out of the settlement so as to defeat the power to advance to that child given by the advancement clause contained in the settlement.

The subsequent release by the husband of his life interest in the amount advanced does not operate as a forfeiture of a protected life interest in his wife's trust fund given to him by the settlement.

This was a summons to determine among other questions whether there had been a forfeiture of a husband's protected life interest in his wife's fund under a marriage settlement. By a marriage settlement dated 1865, and made on the marriage of Mr. and Mrs. Hodgson, the wife's fund was settled upon trusts to pay part of the income thereof to her for life for her separate use without power of anticipation, and the other part of the income thereof to her husband for life or until he should do or suffer something whereby the same or some part thereof

would, through his act or default or by operation or process of law or otherwise, if belonging absolutely to him, become vested in or payable to some other person; and subject to the life estate of the husband and wife, the trust funds went to such of the issue, with such provisions for their respective advancement, as the husband and wife or the survivor should appoint, and in default of appointment for the children who attained twenty-one or married equally. The trustees were empowered to make advancements in respect of the expectant or presumptive or vested share of any child. There were nine children of the marriage, and all of them attained twenty-one. In 1886 the husband and wife by deed irrevocably appointed one equal ninth share to their son Eustace on his marriage, and this appointed share was settled; another similar appointment was made in 1897 to their son Gerald on his marriage, and that share also was settled. Neither of these appointments contained any advancement clause. In 1898 the husband and wife by deed appointed the sum of £8,000, which was equivalent to one-ninth share of the trust funds, to their daughter Mabel on her marriage, and this sum was also settled. In this appointment it was provided that the power of advancement contained in the settlement of 1865 should apply to the appointed sum. In purported exercise of the power of advancement in the settlement of 1865, and at the request of the husband and wife, the trustees of that settlement raised three separate sums of £4,000 out of the trust funds, and paid the same respectively to the trustees of the respective marriage settlements of Eustace, Mabel, and Gerald, and subsequently the husband and wife released their life interest in each of the three sums of £4,000 by deed. In 1910 the wife died, and a question arose as to the validity of these advances, and as to the position of the husband, who had only a protected life interest in the wife's fund under the settlement of 1865. This summons was accordingly taken out to have it determined whether the husband by releasing his life interest in the advances had not thereby forfeited his life interest in his wife's trust funds. Counsel for the children contended that although there was no definite authority on the subject, it was generally held by conveyancers that the provision for maintenance and education and for advancement usually inserted in settlements would not in general apply to an appointed share, such a share being by the appointment, and so far as it extends, withdrawn from the general operation of the settlement. In the case where there is an appointment in favour of issue remoter than a child of the marriage, the provisions for maintenance, &c., must necessarily form part of the appointment as the trusts for these purposes in the settlement are not in ordinary practice carried beyond the children of the marriage. He incorporated in his argument the remarks contained in Volume 38 of the SOLICITORS' JOURNAL, at page 248, on this subject. He also referred to several old editions of the Precedent books, and quoted extracts therefrom. Counsel for the tenant for life contended that the husband's life interest could not possibly be forfeited as a result only of a *bona-fide* exercise on his part of a power vested in him under the settlement.

NEVILLE, J., after stating the facts, said that in his opinion the power of advancement contained in the settlement extended not only to the unappointed shares of the children, but to the appointed shares as well. The exercise of the power of appointment did not operate to take the appointed shares out of the provisions of the settlement of 1865 so as to defeat the advancement clause in that settlement, and accordingly he held that the advancements were properly made. He disapproved of and dissented from the opinions of conveyancers to the contrary which had been quoted to him, and particularly from the statements on the subject contained in Davidson's Conveyancing, third edition, Vol. III, Part I., at p. 159, and Key and Elphinstone's Precedents in Conveyancing, fifth edition, Vol. II., at p. 434. His Lordship further held that the husband, in releasing his life interest in the three sums advanced to the married children, was merely giving effect to a power given to him under the settlement, and this did not operate to create a forfeiture of his life estate in his wife's trust funds.—COUNSEL, Jenkins, K.C., and Vaisey; Butcher, K.C., and Hannan; Peterson, K.C., and Dighton Pollock; J. J. Wood. SOLICITORS, Harold R. Wilson; E. Lydekker.

[Reported by L. M. MAY, Barrister-at-Law.]

Re KENT COUNTY GAS LIGHT AND COKE CO. (LIM.).
Neville, J. 29th Oct.; 5th Nov.

COMPANY—LIQUIDATION—PROOF IN BANKRUPTCY—PARTNERSHIP—CLAIM AGAINST THE PARTNERSHIP AS FRAUDULENT PROMOTERS OF THE COMPANY—LIABILITY OF THE PARTNERS—BANKRUPTCY OF INDIVIDUAL PARTNERS—JOINT AND SEVERAL LIABILITY—RIGHT OF DOUBLE PROOF—ALLEGED RIGHT OF RETAINER OR SET-OFF—RIGHT OF ELECTION—DISTINCT CONTRACTS—RULE 18, SCHEDULE II., BANKRUPTCY ACT, 1883 (46 & 47 VICT., c. 52).

Rule 18 of the Second Schedule of the Bankruptcy Act, 1883 (46 & 47 Vict., c. 52), dealing with the right to double proof in bankruptcy in certain cases, only applies where the several liability of the partner and the joint liability of the firm arose from distinct contracts.

The case of *Re Parkers*, Ex parte Sheppard (1887, 19 Q. B. D. 84), distinguished.

This was a summons taken out by the liquidator of a company in compulsory liquidation, seeking to retain or set off the amount payable in respect of a dividend by the company in liquidation to the only two partners of a firm who were really only the nominees of the firm which was the true owner of the shares against a sum of £11,000, being the balance of a debt due by the firm to the company after deducting

the amount recovered in the bankruptcy of one of the two partners of that firm. A firm consisting of two partners promoted a company, and sold to it a gas undertaking, of which the two partners themselves were really the owners, making thereby a direct profit of £14,000. The two separate partners were each adjudicated bankrupt, and the company which they had promoted was wound up compulsorily. The Official Receiver, who was appointed liquidator of the company, proved in the bankruptcy of one of the partners for £14,000, the amount of his liability to the company, arising from his breach of trust, and received a dividend of 3s. in the pound. This dividend, with other moneys realised by the sale of the company's undertaking, enabled the liquidator to make a return of capital to the preference shareholders at the rate of 53s. on each £5 share. Some of the preference shares of the company were held by the two partners, but they were in reality only nominees of their firm, who were the true owners of the shares. Counsel for the liquidator contended that a breach of trust of such a nature as this by a firm gave rise to a joint and several liability in the firm, and the fraudulent partners thereof, and consequently gave a right of double proof within rule 18 of the Second Schedule of the Bankruptcy Act, 1883 (46 & 47 Vict., c. 52), which says that if a debtor was, at the date of the receiving order, liable in respect of distinct contracts as a member of two or more distinct firms, or as a sole contractor, and also as member of a firm, the circumstance that the firms are in whole or in part composed of the same individuals, or that the sole contractor is also one of the joint contractors, shall not prevent proof in respect of the contracts, against the properties respectively liable on the contracts. He relied on *Re Parkers, Ex parte Sheppard* (1887, 19 Q. B. D. 84), where trust funds having been misappropriated by a firm, in which one of the trustees was a partner, who became bankrupt, the trustees who handed the funds to the firm for investment were allowed to prove for the amount so misappropriated, both against the joint estate of the firm, and also against the separate estate of the defaulting trustee. Counsel for the official receiver of the estates of the two partners did not admit that joint and several liability in every case gave a right of double proof, and contended that it did not do so in this case. He contended that this case did not come within rule 18 because that rule contemplated the liability arising through distinct contracts. In this case the liquidator was put to his election, and having elected to prove in the bankruptcy of one of the partners for the full amount, could not afterwards prove against the firm. *Cur. adv. vult.*

NEVILLE, J., after stating the facts, said: The liability of partners for breaches of trust is unquestionably joint and several, but a joint and several liability, unless it comes within rule 18 of the Bankruptcy Act, 1883, only gives the creditor a right of electing to prove either against the separate estates of the partners or against the joint estate of the firm, not a right of double proof against both. Rule 18 only applies when the several liability of the partner and the joint liability of his firm arise from distinct contracts, as in the case, before Mr. Justice Cave, where the partner was an express trustee, and joined with other members of his firm in misapplying trust moneys. In so far, if at all, as the dictum of Cave, J., in *Re Parkers, Ex parte Sheppard* (*supra*), may be said to go beyond this proposition, I respectfully dissent therefrom. In the case before me, the only contract is with the firm, and the liquidator has only a right to elect whether he will prove against the separate estate or the joint estates. He has exercised this right of election by proving against the estate of one of the partners, and in my opinion he has now no right to prove against the estate of the firm, and accordingly I hold that he is not entitled to make the set-off which he claims to make.—COUNSEL, *Ward Coldridge and W. F. Swords; W. M. Cann. SOLICITORS, Simpson, Thomas, & Clark; Tarry, Sherlock, & King.*

(Reported by L. M. MAY, Barrister-at-Law.)

High Court—King's Bench Division.

DERRING v. TARGETT. Div. Court. 27th Nov.

SHIPPING—NEGLIGENCE OF QUALIFIED PILOT—LIMITATION OF LIABILITY—CLAIMS FOR MORE THAN LIMITED AMOUNT—PILOT SUED BY ONE CLAIMANT—PROPORTIONATE AMOUNT PAID INTO COURT—NO POWER IN COURT TO APPORTION—MERCHANT SHIPPING ACT, 1894 (57 AND 58 VICT., c. 60), s. 620.

A qualified pilot, appointed by the Trinity House, having been guilty of negligence on a voyage, five claims were made against him, amounting in all to £330 9s. 7d. One of the claimants issued a plaint for his claim, which amounted to £72 15s. 3d. The pilot paid into court the sum of £25, which was rather more than the plaintiff would get if the £100 and the £2 3s. 6d. to which the pilot's liability was limited under section 620 of the Merchant Shipping Act, 1894, was divided rateably between the claimants. It appeared that at the date of the payment into court the pilot had not paid any of the other four claimants. Judgment was given for the full amount claimed, £72 15s. 3d.

Held, that the other claimants, not having been paid their proportions, this decision was right, there being no power at law, in equity or by statute, for the court to apportion the claim.

This was an appeal from a decision of his honour Judge Rentoul, sitting at the City of London Court. The facts and arguments appear sufficiently from the judgments of the court, which were as follows:—

RIDLEY, J.—We are both of opinion that this appeal must be dismissed. We should be making fresh legislation if we were to say that the court has any power to receive this fund and distribute it rateably among the claimants.

SCRUTTON, J.—I am of the same opinion; but as we are differing from the learned judge in the court below, I will state my reasons. Parliament, in the year 1854, made the following provision, which is now contained in section 620 of the Merchant Shipping Act, 1894: "A qualified pilot appointed by the Trinity House who has executed a bond under this part of this Act shall not be liable for neglect or want of skill beyond the penalty of the bond, and the amount payable to him on account of pilotage in respect of the voyage in which he was engaged when he became so liable." In this case this latter sum amounted to £2 3s. 6d. The Legislature omitted to follow that clause by a provision enabling the court to receive the amount to which the liability was limited and pilotage and apportion it rateably amongst the people who might claim it. In an earlier part of the Merchant Shipping Act, 1894, under which the owner of a British ship was entitled to limit his liability to £8, or, in the case of loss of life or personal injury, to £15 a ton, it was provided by section 504 that "where any liability is alleged to have been incurred by the owner of a British or foreign ship in respect of loss of life, personal injury, or loss of or damage to vessels or goods, and several claims are made or apprehended in respect of that liability, then the owner may apply in England and Ireland to the High Court . . . and that court may determine the amount of the owner's liability and may distribute that amount rateably among the several claimants . . ." Under that provision there is a well-known procedure of the Court of Admiralty under which a shipowner who expects to be sued in respect of sums far exceeding in the aggregate the amount of his statutory liability brings a limitation of liability action. In these proceedings the court pronounces that his liability is upon a number of tons at so much a ton, and the shipowner pays the amount into court, and the court then requires the claimants to bring in their claims, and the total amount is then divided rateably between them. There is no such power on the part of the court in the case of a pilot, and the question in this case is whether we can make such a power here. In the present case, the pilot having been guilty of negligence, claims were made against him, amounting in all to £330 9s. 7d. One of the claimants issued a plaint. The pilot desired to divide his liability proportionally amongst the claimants, and he paid into court the sum of £25 in respect of a claim which amounted to £72 15s. 3d, the sum paid in being rather more than the proportionate amount of the total liability to which the plaintiffs would be entitled. The question before the learned judge in the court below was whether that was a good defence, it being admitted that the pilot had not, at the time of the payment into court, paid any of the other claimants the proportionate amounts due to them. I wish to say at the start that so far as the learned judge's observations suggest that the pilot could not obtain any protection unless he had paid the other claimants under an order of the court, I entirely disagree with him. In my view, it would be a good defence for the pilot to say if his total liability were £100 that he had already paid sums amounting to £77, and that accordingly £23 was left in respect of the statutory liability, and that he had brought that amount into court. That would be a method by which the pilot could apportion the amount of his total liability rateably among the claimants. Putting that method of dealing with the question aside for a moment, can a pilot who is not in a position to say that he has paid the other claimants, come to the court and say to a claimant who is suing him: "Your right to recover against me is limited to your rateable proportion of my total liability, although at the present I have not paid anybody else"? In my opinion he cannot do so. I cannot see any principle upon which it could be said that that would be a good defence. There is no statutory authority for it such as exists in the somewhat parallel cases of bankruptcy or the liability of a shipowner. Is there any inherent power in the court in the case of a fund to which several people are claimants to divide it among them? I am not aware of any procedure in equity in which equity takes a fund to which various people have claims and divides it rateably among them, except in the case of administration proceedings, and these date from early times, when the Lord Chancellor was accustomed to do what he thought right in a particular case. In this way arose a number of principles upon which a dead man's estate was divided rateably. That power has not been used in connection with other cases, and I have not been able to find any precedent in equity which might be of assistance in the present case. The only precedent in the Admiralty Courts is that for which there is the direct statutory authority which I have mentioned. At common law, so far as I know, that principle has never been adopted, and the practice of the common law in a case where there have been several claimants to a fund is to let them race for it. Where there is a series of judgments against a man which are unsatisfied, and possibly the debtor subsequently comes into property, the creditor who garnishees it first gets it, and it never occurs to a court of common law to say that they will divide it justly and equally between them. In the absence of any statutory right or inherent power on the part of the court, my view is that if a remedy is required for the present state of affairs it must be sought for from Parliament. I agree with Mr. Hill as to the extreme inconvenience which may arise from allowing the claimants in such a case as the present to race to recover the amount due. Fortunately there is a Pilotage Bill before Parliament at the present time, and I hope, so far as I am entitled to suggest it, that the representatives of the pilots will see that this inconvenience is brought before the Legis-

lature. If this is done, I have no doubt that Parliament will deal with the matter as it dealt with the question of a shipowner's liability in section 504 of the Merchant Shipping Act. That, however, is not the question here. We have to say whether there is any power under which the court can sanction the procedure adopted in the present case by the defendant. Mr. Hill has been unable to shew us that any such power exists, and I am therefore of opinion that this appeal must be dismissed.—COUNSEL, for the appellant, *Maurice Hill, K.C.*, and *A. E. Nelson*; for the respondent, *Adair Roche, K.C.*, and *H. M. Robertson*. SOLICITORS, *Charles E. Harvey: Keene, Marsland, Bryden, & Besant*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Solicitors' Cases.

Re THE NATIONAL OLD AGE PENSIONS TRUST. STEVENS v. TAVERNER AND OTHERS. Warrington, J. 8th Nov.

SOLICITOR AND CLIENT—RETAINER—AUTHORITY TO ISSUE A WRIT—RE-
FUDIATION BY CLIENT—SUBSEQUENT ADOPTION.

A retainer to solicitors "to take such steps as you may be advised against W. T. and his co-trustees, in order to protect the assets of the N.O.A.P. Trust," is a retainer to bring an action that the trust may be dissolved and its affairs wound up by the court.

This is a representative action, in which the plaintiff, on behalf of himself and the class of contributories to which he belongs, asks that the National Old Age Pensions Trust may be dissolved, and its affairs wound up by the court and for other consequent relief. The first three defendants, who are the present trustees of the association's trust deed, moved the court that all further proceedings be stayed on the ground that the action was instituted without the authority of the plaintiff, or alternatively that the proceedings were being carried on without such authority, and that the plaintiff's solicitors be ordered to pay the costs personally. The facts were these. The plaintiff swore an affidavit in support of a motion which was made in the Vacation Court for the appointment of a receiver in the action, but the matter stood adjourned till the next sittings, to come on before a Chancery court, when the motion again came on, and again stood adjourned. The plaintiff then swore an affidavit that he did not wish to proceed with the action, and subsequently swore a third affidavit that he did not understand what he was swearing to in the second affidavit. The proceedings were originally instituted after the plaintiff had given the following retainer to his solicitors:—"I hereby authorize you to take such steps as you may be advised against William Taverner and his co-trustees in order to protect the assets of the National Old Age Pensions Trust."—(Signed) George Stevens. Counsel for the first three defendants contended that this document was not a retainer to bring an action. He referred to *Ray v. Kemp* (1884, 26 Ch. D. 169), *Re E. S. (a supposed lunatic)* (1876, 4 Ch. D. 301), and *Atkinson v. Abbott* (1855, 3 Drew. 251). He contended that such action, once commenced without authority, could not subsequently be adopted by the plaintiff by swearing in his third affidavit, "I therefore authorize these proceedings to continue." On this latter point, he referred to *Swan v. Mellin* (1892, W. N. 106, 128).

WARRINGTON, J., said that this was a motion by trustees, against whom allegations were made, that the proceedings in the action should be stayed, and that the solicitors on the record for the plaintiff should pay all the costs personally. One looked with a certain amount of suspicion upon such an application. With regard to the second affidavit of Stevens, it was quite clear to him that the plaintiff was got hold of by the defendant Taverner. The circumstances attending the swearing of the third affidavit were entirely creditable to the people who obtained it. With regard to the question of the original retainer, such a document must always be construed with reference to all the surrounding circumstances. This was a retainer to protect the assets. What had been done under it? Proceedings had been commenced to obtain for the contributories to this concern the protection of the court. He had no doubt that such a document was a sufficient authority to institute legal proceedings. The nature of these proceedings must, of course, be a matter for the plaintiff's legal advisers. The motion was dismissed with costs.—COUNSEL, *Cave, K.C.*, *J. Beaumont*, and *Leonard M. May*; *Spencer Bower, K.C.*, *Fairfax Luxmoore*, and *Weatherby*. SOLICITORS, *Wedlake, Lettis, & Birds*, for Milner, Pugh, & Grove, Sevenoaks, and for *Gidley & Wilcocks*, Plymouth; *Correllis & Berney*, for *G. T. Cooke & Son*, Bristol.

[Reported by J. B. C. TARGANTER, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

STATHATOS v. STATHATOS. Bargarve Deane, J. 4th Nov.

DIVORCE—WIFE'S PETITION—HUSBAND DOMICILED IN FOREIGN COUNTRY—DECREE OF NULLITY OBTAINED BY HUSBAND ABROAD—WIFE'S DOMICIL CONSIDERED—DECREE NISI GRANTED TO WIFE.

Where a marriage solemnized in England between a woman domiciled in this country and a man domiciled in a foreign country had been annulled by a proper court of the husband's domicile as being not in

accordance with the law of that country, and where the wife petitioned for a divorce on the ground of his desertion and adultery, it was held, notwithstanding that the marriage was still valid in England, that the court could grant her a decree nisi dissolving the marriage.

Ogden v. Ogden (1908, P. 46), considered and applied.

Petition for dissolution of marriage by Caroline Anaise Stathatos on the ground of the desertion and adultery of the respondent, Antonio Dionysios Stathatos, residing at Ithaka, in Greece, and domiciled in that country. The parties were married on the 21st of July, 1904, at the registry office, St. Giles, London, and after the marriage they lived at divers places in London. In 1907 both the petitioner and respondent went to Athens, where the latter's parents resided. The respondent did not treat the petitioner as his wife, for he never took her to his parents' house, but placed her in rooms, and only spent the day with her. Eventually he sent her back to England, promising to follow her in a fortnight. He failed to keep his promise. For about six months he corresponded with her, and sent sums of money, but in March, 1908, he refused to see or communicate with her again. Subsequently she was served with papers relating to a nullity suit the respondent had initiated in Greece, and later was served with a decree, dated the 25th of June, 1910, of the Tribunal of First Instance at Athens, whereby it was adjudged that the marriage in London was null and void, as no religious ceremony had taken place in accordance with Greek law. On the 21st day of April, 1911, the respondent married Helen Anthony Constantinides, and lived with her as man and wife. Counsel for the petitioner submitted that the facts of the case were similar to those in *Ogden v. Ogden* (1908 P. 46). [BARGARVE DEANE, J.—Have I any jurisdiction to entertain this suit?] It was clear that the petitioner never acquired a Greek domicile, for the marriage in London was declared irregular; but even supposing she had, then since the date of the decree of annulment she was prevented from taking proceedings in the courts of her husband's domicile. In *Ogden v. Ogden* (supra) the Court of Appeal thought that the proper course in such circumstances was for the petitioner to seek relief in the courts of this country. A wife could acquire a domicile apart from her husband, vide the dictum of Lord Cranworth in *Dolphin v. Robins* (7 H. L. Cas., p. 416). Moreover, the decree obtained by the respondent prevented the petitioner taking proceedings in Greece, therefore she could set up a domicile of her own: *Le Sueur v. Je Sœur* (24 W. R. 6; 1876, 1 P. D., 139), and *Armstrong v. Armstrong* (1898, P. 178). The court was asked to go further in the present case than it had gone before. In cases where the husband had gone abroad and deserted his wife and acquired a domicile in a foreign country the court had in effect allowed her to have and keep a separate domicile, and had prevented the husband setting up his new domicile. [BARGARVE DEANE, J.—In those cases the husband committed a fraud on his wife, and a man cannot take advantage of his own fraud.] True, but was it going much further to say the same result followed when the parties were living apart under an order made by a court of competent jurisdiction? It was submitted that the court had jurisdiction to grant the petitioner the relief she sought.

BARGARVE DEANE, J., after referring to the facts, said that there was no question that the marriage in London between the petitioner and respondent was valid according to the law of England, and by it the lady acquired a Greek domicile. That marriage had been annulled by the proper court in Greece on the ground that a Greek priest had not been present, and therefore the ceremony had not been celebrated according to Greek law. The respondent had married again, and the petitioner now sought to have the marriage in England dissolved. If she had no domicile in this country, she was unable to obtain a divorce here. The case of *Ogden v. Ogden* (supra) had not altered the law. In that case Lord Gorell (then Barnes, P.) suggested a way out of the difficulty created in cases like the present one, by the courts giving the relief sought for on the ground that as the husband had broken away from the wife, had gone abroad, and had taken adverse advantage of his own domicile, the wife was justified in invoking the jurisdiction of the courts of her own domicile, and seeking relief there, inasmuch as she had reverted to her domicile of origin. He (the learned judge) was asked for the first time to act upon Lord Gorell's suggestion, and he would have felt happier in the course he was going to take if his decision could have gone before the Court of Appeal. He thought the arguments of Lord Gorell were unanswerable, and it was disgraceful that an Englishwoman should be said to be no wife in Greece and yet be one in England. There must be and should be a way out of it. He would pronounce a decree nisi with costs.—COUNSEL, *Barnard, K.C.*, and *W. O. Willis*. SOLICITORS, *Nussey & Fellowes*.

[Reported by DORIS COZENS-PARKY, Barrister-at-Law.]

County Court Cases.

HUMPHREYS v. LAW LAND BUILDING DEPARTMENT (LIM).
Bow. 26th Nov.

WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 59)—IMPLIED AGREEMENT—RECORDING AFTER INCAPACITY ALLEGED TO HAVE CEASED.

An agreement to pay compensation under the Workmen's Compensation Act, 1906, may be implied from the conduct of the parties and a memorandum thereof recorded, notwithstanding the incapacity is alleged to have ceased.

This was an application to record a memorandum of agreement to pay compensation at the rate of 15s. a week "in accordance with the

Act." The workman in giving evidence stated that on the 4th of June, 1912, he sustained an accident and thereupon claimed compensation from his employers. He was paid 15s. a week until August 8th, when payments ceased and he was informed that the employers thought he was fit to resume work. Since August no compensation had been paid. It was not until after the stoppage of compensation that he consulted his solicitor and had a memorandum sent to the Court. He never agreed to any limitation of the employers' liability, but at the outset claimed his full rights and understood he had been receiving compensation at the full rate. Nothing was said to him about the payments only being made during total incapacity, or as long as a doctor certified. On behalf of the workman it was submitted that there were two points for decision: (1) Whether the memorandum genuinely expressed the agreement between the parties; and (2) whether a memorandum could be recorded when the incapacity was alleged to have ceased. The difficulty was that within the last two years there had been a series of decisions in the Court of Appeal apparently throwing doubt on the earlier cases of *Field v. Longden* (1902, 1 K. B. 47) and *Blake v. Midland Railway Co.* (1904, 1 K. B. 503). Typical recent cases were *Shore v. Hyrcania* (1911, 4 But. 207), where on an agreement to pay during "total incapacity" the Court refused to record a memorandum containing the words "until the same shall be ended, diminished, or increased by order of Court, or by agreement between the parties"; *Phillips v. Vickers* (1912, 1 K. B. 16), where the actual agreement being to pay so long as the employers' doctor certified, the court held that a memorandum in different terms should not be recorded; and *Popple v. Frodingham* (1912, 5 But. 394), where an agreement to pay during total incapacity was held to be "spent" after total incapacity had ceased. In all the cases of this kind the original agreement had been for something less than the full rights to which a workman was entitled. They had no application where a man claimed his full rights and received full compensation. From such conduct there should be implied an unreserved admission of liability and an agreement to pay in accordance with the Act. If so, a memorandum should be recorded as in *Blake v. Midland Railway Co.* (*supra*). On behalf of the employers it was contended that the memorandum was bad in form and that the actual agreement (if any) was spent. The mere fact that the employers made payments for a certain number of weeks did not imply that they would pay during an uncertain period; there was only an agreement to pay the amount during total incapacity. Here they were advised that the man had recovered and was fit to resume employment in August last, and it would be a hardship to put them to the trouble and expense of proceedings for review. If the memorandum were recorded in its present form the onus of proving incapacity had ceased would be thrown on the employers, even though the Judge might grant a stay of payments till the question of capacity had been decided. He referred to *Shore v. Hyrcania*, *Phillips v. Vickers*, *Popple v. Frodingham*, *Charing Cross v. Boots* (1909, 2 K. B. 640), and *McCarthy v. Stapleton-Bretherton* (1911, 4 But. 281).

His Honour Judge SMYLY said that an agreement was to be implied from the conduct of the parties. In his opinion such agreement was to pay compensation until ended or diminished in accordance with the Act. He should order the memorandum to be recorded, but, as the employers raised a bona fide point as to the man's capacity, he would grant a stay for 21 days to enable them to bring proceedings to decide the question of capacity; such stay to be continued if an appeal or an application for review were entered. The applicant was awarded costs on Scale B, with special solicitor's fees for preparation of the case and argument.—ADVOCATES, *Scott Duckers*, solicitor for the applicant; *Ellis Hill*, instructed by *Watson, Sons, & Room*, for the employers.

[COMMUNICATED.]

Societies.

United Law Society.

A meeting of the above society was held on Monday, the 2nd of December, at 3, King's Bench-walk, Temple, E.C. Mr. S. Webb Johnson moved: "That the case of the *Hackney Furnishing Co. v. Watts* (1912, 3 K. B. 225) was wrongly decided." Mr. Vivian Hocking opposed. The following gentlemen also spoke: Mr. C. P. Blackwell, Mr. A. Michelson, Mr. Norman Aaron, Mr. E. S. Cox Sinclair, Mr. J. Ball, Mr. A. T. Settle. The motion was lost by five votes.

The Union Society of London.

The seventh meeting of the 1912-1913 session of the above society was held at 3 (N), King's Bench-walk, Temple, on Wednesday, the 4th of December, at 8 p.m. The vice-president, Mr. T. G. Baker, was in the chair. Mr. A. V. Davies moved the following motion: "That this house would welcome the introduction of the principle of proportional representation into the election of members for the Imperial House of Commons." Mr. M. Falcon opposed. The following members spoke in favour of the motion:—Messrs. A. Michelson, F. J. L. Ambrose, H. T. Cape. Messrs. L. H. Kenny, H. R. Stables, H. Geer, A. Safford, C. A. Geen, S. Croft, and Dr. Schuster-Marshall opposed the motion.

The motion for debate on Wednesday, 11th December, is, "That this house would welcome the adoption of the reforms indicated in the majority report of the Divorce Commission."

LAW REVERSIONARY INTEREST SOCIETY.

THANET HOUSE, 231-232 STRAND, LONDON, W.C.
ESTABLISHED 1883.

Capital Stock £400,000
Debenture Stock £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.
G. H. MAYNE, Secretary.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 3.—Chairman, Mr. W. S. Jones.—The subject for debate was: "That the case of *Clinton v. J. Lyons & Co. (Limited)* (1912, 3 K. B. 198) was wrongly decided." Mr. W. S. Mieke opened in the affirmative, Mr. E. H. Coe seconded in the affirmative; Mr. C. S. Thomas opened in the negative, Mr. C. F. Woodbridge seconded in the negative. The following members continued the debate: Messrs. W. Pleadwell, L. E. Peppiatt, A. H. Morton, H. G. Meyer, H. K. Turner, P. E. Bennett, H. J. Howland, N. A. Johns, F. W. Chamberlain, L. Tree, E. Jokafka.

BIRMINGHAM LAW STUDENTS' SOCIETY.—An ordinary meeting of the above society was held at the Law Library, Bennett's-hill, on Tuesday, the 3rd of December, 1912. A. F. Lovatt, Esq., solicitor, in the chair. The following moot point was debated:—"Bouncer sold a terrier dog to Mr. Verdant Green. On the night of the day when the sale took place the dog escaped and returned to Bouncer's house. Bouncer kept the dog for three weeks, when the police came to his house. He never informed Mr. Verdant Green or the police that he had the dog. Has Bouncer committed an offence under the Larceny Act, 1861?" Mr. J. D. Evans opened in the affirmative, and was supported by Messrs. C. Coley, B.A., LL.B., L. B. Terry, W. H. Ledbrook, S. H. Robinson, and S. H. Brooks, B.A. Mr. A. Wilson opened in the negative, and was supported by Messrs. C. E. Shelly, C. H. Cox, R. A. Gardner, A. G. Rollason, H. Cooke, and R. B. Blaker. After the openers had replied, the chairman summed up, and on the question being put to the meeting the voting resulted, for the affirmative 7, for the negative 14.

Legal News.

Appointment.

Mr. B. FOSSETT LOCK has been appointed judge of county courts on Circuit 16 (Barnsley, Hull, Scarborough, Whitby), as from the 6th of January, in the place of Judge Cyril Dodd, K.C., who resigns on that date.

General.

We regret to hear that Judge T. B. Napier, of the Derbyshire County Court circuit, is lying ill in a nursing home.

The Attorney-General and Lady Isaacs will celebrate their silver wedding on Sunday the 8th inst. The Liberals of Reading, Sir Rufus Isaacs's constituency, will make them a gift of silver plate.

The Master and Fellows of Balliol College have elected the Earl Loreburn to be their Visitor in the room of the late Viscount Peel. Lord Loreburn, as Robert Threshie Reid, was a scholar of Balliol, and obtained firsts in Classical Moderations and *Lit. Hum.* and the Ireland scholarship. He is an honorary Fellow of the college.

The Select Committee on London Motor Traffic, says the *Times*, met on Tuesday, and elected Sir George Toulmin chairman. The returns and statistics which would be required were discussed, and it was decided to take evidence first from the Home Office, and possibly other Government Departments, in regard to the regulations and control in the City, the metropolis, and the provinces. Afterwards the police evidence will be taken.

Mr. W. H. Champness, solicitor, of 14, Serjeant's-inn, E.C., is a candidate for the office of City Remembrancer. Mr. Champness was for thirteen years in the office of the late Sir George Lewis, and was for several years lecturer in commercial law to the London County Council in connection with the Higher Education Department. He comes of a family with old associations in the City. Sir John Champness was Lord Mayor in 1535; Richard Champness was Sheriff in 1300, and John Champness was secondary in 1517.

The Lord Mayor has convened and will preside over a united conference of all the local and highway authorities in the Metropolitan Police area, to be held at the Guildhall on Tuesday, 17th of December, at 2.45, to decide what concerted action should be taken in the interests of the public with regard to the motor-omnibus traffic of London. This conference will follow others recently held in London and the home counties, at which the imminent seriousness of the problem has been discussed, but, so far, there has been no combined discussion, or action, on the part of the metropolitan authorities as a whole on the matter. Each local authority is being invited to send two delegates to the conference.

FIRST AVENUE HOTEL LONDON

Very convenient for solicitors and clients visiting London. Situated in High Holborn, opposite Chancery-lane, and a few doors from "Tube" Station. A most comfortable first-class hotel for families and gentlemen. Quiet bedrooms, with private bath-rooms adjoining, overlooking Gray's-inn Gardens. Moderate tariff; no charge for attendance. Best hotel garage in London. Telegrams: "Firavtel, London."

Proprietors: GORDON HOTELS, LIMITED.

In reply to a question in Parliament by Sir John Rolleston, Mr. Masterman has stated that the costs of the trial *Rez v. Pethick Lawrence* and *Others* amounted to £998, including £949 in fees. Of this the Attorney-General received £351; Mr. Rowlatt, £71; Mr. Bodkin, £340; Mr. Leycester, £68; and Mr. Graham-Campbell, £117. Part of the costs has been recovered by execution upon the household effects of one of the defendants, Mr. Pethick Lawrence.

The Arbitration Court, says the *Times*, appointed to inquire into the dispute between France and Italy concerning the seizure by the Italian naval authorities during the Turco-Italian War of the French mail steamers *Carthage* and *Manouba* will meet at The Hague during the second fortnight of March. The question of the seizure of the *Tavignano* will be considered and adjudged at the same time. Dr. von Hammarskjöld will preside, and the Court will include Professor Renault, Professor Fusinato, Baron von Taube, and Dr. Krieger.

A story comes from Lisbon of a new method of administering justice, which was invented and applied recently at Vila Franca de Xira, in Portugal. A prisoner was charged with coining, and as the jury were evenly divided and could not agree, they determined to draw lots. Two pieces of paper were procured, one inscribed "guilty" and the other "innocent." They were folded and shuffled, and one was then chosen by a jurymen. It happened to be the one inscribed "guilty," whereupon the prisoner was sentenced to the maximum penalty, four years' penal servitude, and eight years' transportation.

An action regarding bequests to employees made by the late Sir Alfred Jones was heard before Vice-Chancellor Dudley Stewart Smith, K.C., at the Lancashire Chancery Court at Liverpool on Monday. Mr. T. R. Hughes, K.C., for the claimants, explained that Sir Alfred Jones was the head of the firm of Elder, Dempster, and Co., and in his will made bequests to clerks who were in his employment at the time of his death. He drafted the will himself, and the vital clause had given rise to a great deal of difficulty. Counsel proceeded to enumerate the various undertakings in which Sir Alfred Jones was either a partner or a director. In regard to the Grand Canary Coaling Company and the Sierra Leone Coaling Company, counsel submitted that they were in truth a department of Elder Dempster & Co. The claimants in that action stated that in their capacity as clerks they had been moved from one undertaking to another. The Vice-Chancellor: But Sir Alfred Jones did not own them body and soul, did he? Mr. Hughes: I am not so sure that he did not. After further argument, the Vice-Chancellor said he had endeavoured to find out the testator's intention from the language he used, and he was satisfied that the two coaling companies were separate and independent legal entities. The clerks employed by them were not in the employment of Elder, Dempster, and Co., and were not entitled to benefit by the legacies.

Mr. WILLES JOHNSON, of Messrs. Torr & Co., of 38, Bedford-row and Westminster, has been appointed Legal Member of the Sarawak State Advisory Council in England which has recently been constituted by Proclamation of His Highness Rajah Brooke of Sarawak.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JONES.	Mr. Justice SWINFEN HADY.
Monday Dec. 9	Mr. Church	Mr. Borror	Mr. Leach	Mr. Farmer
Tuesday	Farmer	Leach	Goldschmidt	Synges
Wednesday	Synges	Goldschmidt	Church	Bloxam
Thursday	Beal	Farmer	Groswell	Goldschmidt
Friday	Bloxam	Church	Beal	Leach
Saturday	Groswell	Synges	Borror	Church

Date.	Mr. Justice WASHINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKES.	Mr. Justice SYNGES.
Monday Dec. 9	Mr. Goldschmidt	Mr. Synges	Mr. Beal	Mr. Groswell
Tuesday	Bloxam	Borror	Groswell	Church
Wednesday	Farmer	Beal	Borror	Leach
Thursday	Church	Bloxam	Synges	Borror
Friday	Groswell	Goldschmidt	Farmer	Synges
Saturday	Leach	Farmer	Bloxam	Beal

The Property Mart.

Forthcoming Auction Sales.

Dec. 10.—Messrs. HORN & Co., at the Mart, at 2: Freehold Building Site (see advertisement, back page, Nov. 16).

Dec. 12.—Messrs. DIBBENHAM, STONE & Sons, Ltd., at the Mart, at 2: Freehold Buildings (see advertisement, back page, this week).

Dec. 18.—Messrs. WEATHERALL & GREEN invite tenders for Freehold Site (see advertisement, page xv, Oct. 26).

Result of Sale.

Reversions, Policy, Shares &c.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold, the total realised being £2,412 10s.:—

ABSOLUTE REVERSIONS—				
To £1,392 10s. ..	..	..	..	Sold £700
To One-fifth of £872 10s. 2d. Bank Stock ..	..	..	..	.. £235
To £1,042 5s. Consols ..	..	..	..	.. £365
POLICY OF ASSURANCE for £1,000 ..	..	..	..	.. £1,100
SHARES in the Liverpool Concrete Paving Co., Ltd. ..	..	..	..	.. £13 10s.

Winding-up Notices.

London Gazette.—FRIDAY, NOV. 29.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

A. CORDER & SONS, LTD.—Creditors are required on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, 28, King st, Cheapside. Boyce & Evans, George st, Hanover sq, solors for the liquidator. CRAWFORD STREET FLOWER DEPOT, LTD.—Creditors are required, on or before Jan 7, to send in their names and addresses, and particulars of their debts or claims, to Thomas Marson Till, 21, Bucklersbury, liquidator.

H. C. HARVEY, LTD.—Petn for winding-up, presented Nov 27, directed to be heard at the Court House, Corporation st, Birmingham, Dec 12 at 10.30. Cochrane & Co, 55, Temple row, Birmingham, solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Dec 11.

JAMES HOWARTH & SONS, LTD.—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to William Bernard Douthwaite, Alliance Chambers, George st, Sheffield, liquidator.

MORRIS AND CARLISLE, LTD.—Petn for winding up, presented Nov 21, directed to be heard Dec 10. Rallantyne & Co, Dock House, Billiter st, solors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 9.

PNEUMATIC (1910), LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Harry S. Foster, 82, Victoria st, Westminster, liquidator.

ROWLAND & HULTON LTD.—Creditors are required, on or before Jan 7, to send in their names and addresses, and particulars of their debts or claims, to George Edgar Cerrfield, 119, Finsbury pnt, liquidator.

WINGATE FLOWER SHOW CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Arthur Walton Holey, 80, John st, Sunderland, liquidator.

London Gazette.—TUESDAY, DEC 3.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

DEVON AND EAST CORNWALL MINES DEVELOPMENT LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Robert Bromhead, 11, Princes st, Plymouth. C. G. Brian, solors for the liquidator.

DOVER STREET HOTELS, LTD.—Petn for winding up, presented Nov 30, directed to be heard Dec 17. R. Barnes, 53, Moorgate st, solors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 16.

DOWDALL BROTHERS, LTD.—Creditors are required, on or before Jan 13, to send in their names and addresses, and particulars of their debts or claims, to Percy Higson, 43, Spring gds, Manchester. Grundy & Co, Manchester, solors for the liquidator.

DURBAN NAVIGATION COLLIERIES, LTD.—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Douglas Haslett, 81, Gracechurch st. Ingle & Co, solors for the liquidator.

H. SARDOU & CO, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Percy E. Slack, 28, Great James st, Bedford row, liquidator.

JOHN R. LEE & Co., Ltd.—Petn for winding up presented Nov 23, directed to be heard at the Court house, Corporation st, Birmingham, on Dec 12, at 10.30. Edgewood, Derby, solors for the petra. London Agents: Taylor & Co., Norfolk st, Strand. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 11.

WEST AFRICAN AGRICULTURAL CO. LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 14, to send their names and addresses, and the particulars of their debts or claims, to Edgar Lamb, 4, St. Mary Axe. Jones & Co., 4, St. Mary Axe, solors to the liquidator.

WEST AFRICAN MERCANTILE AGENCY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 19, to send their names and addresses, and particulars of their debts or claims, to Henry William Hall, 42, Old Broad st, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, NOV. 23.

LESTERS (LONDON) LTD.
NORWOOD CENTRAL DAIRY, LTD.
WINGATE FLOWER SHOW CO. LTD.
BRIDGEHOLME WADDING MANUFACTURING CO. LTD.
LOVEKIN CO. LTD.
ANGLO-TURKISH CIGARETTE MANUFACTURING CO. LTD.
W. MITCHELL & CO (BLACKBURN), LTD.
ABERCOON GOLD TRUST, LTD.
AXIN EXPLORERS, LTD.
NORTH-EASTERN AVIATION SYNDICATE, LTD.
WOODSTOCK DEVELOPMENT CO. LTD.
CARDIFF AND BRISTOL CHANNEL STEAMSHIPS, LTD.
FARMERS' UNION DIRECT SUPPLY, LTD.
B S T, LTD.
KILLARNEY HIBERNIA GOLD MINING CO. LTD.
CRAWFORD-STREET FLOWER DEPOT, LTD.
MEXBOROUGH THEATRE CO. LTD.

London Gazette.—TUESDAY, DEC. 3.

DEOP STAMPINGS, LTD.
NORTHERN COUNTIES TRANSPORT, LTD.
SMITH, LAURIE, LTD.
INTERNATIONAL OTTOMAN SYNDICATE, LTD.
EDWIN A. HOUGH, LTD.
CASTARA ESTATES, LTD.
CATLEY, GREY & CO. LTD.
WEST AFRICAN AGRICULTURAL CO. LTD.
NEW CENTURY INVESTMENT CORPORATION, LTD.
WALTON'S PATENT PNEUMATIC CAB SPRING SYNDICATE, LTD.
RICHMOND MOTOR CO. LTD.
TUG CHARLOTTE, LTD.
ALPHA PETROLEUM CO. LTD.
AUTO-CURE PATENTS SYNDICATE, LTD.

Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 26.

NICOL, CHARLES EDWARD, Greenroofs grns, West Hampstead, Merchant Jan 31
Holliger v Nicol, Swinfen Eady, J. Maxwell, Bishopgate
WEARE, GEORGE EDWARD, Weston super Mars Dec 31 Bolton and Another v Weare, Joyce, J. Barry, Bristol

London Gazette.—FRIDAY, NOV. 29.

COLVILLE, HUBERT NOEL, Bournemouth Jan 1 Ward v Colville, Neville, J. Smythe, Girdler's Hall, Basinghall st
OXLEY, BARBARA, Hunstall, Leeds, Boiler Maker Dec 23 John Hornby & Sons and Another v Oxley and Another, Eva, J. Neumann, Bradford
WALTERS, WILLIAM EDWIN, Stoke Bishop, Bristol, Builder Jan 14 Stancomb v King, Eva, J. Gouldsmith, Bristol

London Gazette.—TUESDAY, DEC. 3.

KAUFMAN, CHARLES, Berkeley st Jan 12 Jones v Kaufman, Warrington, J. Tatham & Lousada, Old Broad st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 29.

ATKIN, ADAM, Kingston upon Hull Feb 1 Middlemiss & Peavey, Hull
BLANDY, NINA MARGARET, Devon-hire st Dec 31 A F & R W Tweedie, Lincoln's inn fields
BOUGHEY, Sir WILLIAM FLETCHER, Bt, Southend on Sea Jan 31 Liddle & Heane, Newport, Salop
BRAND, JANE, Langley, Bucks Dec 27 Hopgood & Dowsons, Spring gds
CAMPBELL, ARCHIBALD DUNSTAFENAGE, Ebary st, Victoria Dec 21 Acheson-Gray, High rd, Kilburn
CHERTHAM, ISABELLE, Bourne-mouth Dec 31 Albridge & Aldridge, Bourne-mouth
CHREYWOOD, STEPHEN, Waltham Abbey, Essex, Auctioneer Jan 15 Minet & Co, St Helen's pl
CHILD, CHARLOTTE, Gosford Lodge, Fulham Dec 28 Moon, Kingston Hill, Surrey
CULMAN, EMILY COLLINGWOOD, Andoversford, Glos Dec 31 Cree & Son, Gray's inn sq
DAVIS, HUGH RALPH HUMPHREY, St Mawes, Cornwall Jan 1 Smith & Co, Truro
DAWKINS, ARTHUR, East Stour, Gillingham, Dorset Dec 17 Talbot, Andover
DAWKINS, EDWARD HENRY FREDERICK, Northampton Dec 31 Dawson & Co, Surrey at Ellis, Sir JOHN WHITTAKER, Broxbourne, Herts Dec 31 Pridoux & Sons, Goldsmiths Hall
EMMERSON, EMMA, Brampton, nr Chesterfield Dec 21 Harrison & Co, Wakefield
GLYN, HOB CAROLINE HENRIETTA, Katon sq Dec 31 Bircham & Co, Parliament st
GODDEN, ALBERT, Hythe, Hants, Farmer Jan 3 Coxwell & Pope, Southampton
GOW, THOMAS, Cambo, Northumberland Jan 7 Dees & Thompson, Newcastle upon Tyne
HANDLEY, STELLA ALICE, Brighton Dec 30 Lloyd, Wormwood st
HATHERILL, HENRY, Birmingham, Pocket Book Manufacturer Jan 11 Mogford, Birmingham
HOLLINS, ISAAC, Audley, Staffs Jan 1 Tili, Newcastle
HUGHES, PRINCLE, Wooler, Northumberland Dec 31 Brumell & Sample, Newcastle upon Tyne
HUNT, EMILY, Parkstone, Dorset Dec 30 Chapman & Chandler, Biggleswade
JENNINGS, EDWIN, Longford st, Regent's Park Dec 31 Homewood, Old Jewry chmbrs
KING, JONATHAN, Essex rd, Islington Jan 6 Bull & Duncan, Old Jewry
LEA, DAVID, Sandbach, Chester Dec 31 Stringer, Sandbach
LEA, MARTHA, Sandbach, Chester Dec 31 Stringer, Sandbach
LESLIE, FREDERICK J, Bedford Park Jan 10 McKenna & Co, Basinghall st

LEWITT, MARY, Cheltenham Jan 8 Billings, Cheltenham
LODGE, DOROTHY HONEYWOOD, Ashton under Lyne Dec 30 Lees, Oldham
LONGTON, FREDERIC JAMES, Woolton, Lancs Jan 9 Robinson & Co, Liverpool
MINNS, PEMBRIDGE ROBERT JOSEPH BUNCH, Thetford, Norfolk Jan 31 Cosens-Hardy & Jewson, Norwich
MOORE, ALEXANDER JOSEPH, Birmingham, Leather Merchant Jan 11 Mogford, Birmingham
NEWTON, ALFRED EDWARD, Liverpool, Picture Framers Dec 31 Thomas & Co, Liverpool
NORMAN, WALTER ALBERT, Easton rd, Tobacconist Jan 7 Rushford & Co, Moorfields
OKELEY, THOMAS WILLIAM, Lockerley, Southampton Jan 10 Parls & Co, Southampton
PLINCKE, EDWARD, Crutched friars Jan 1 W & W Stocken, Leadenhall st
POLE, EDWIN CHARLES, Neath, Glam, Waterworks Manager Dec 31 Charles, Neath
ROWE, ELIZABETH ANN, Leigh on Sea, Essex Dec 27 Beecroft, Leigh on Sea
SAWYER, EDWARD, Victoria rd, Lower Elmonton, Nurseryman Jan 11 J Bransbury, Pancras rd
SCHLESINGER, HENRY, Eaton pl Dec 31 Bircham & Co, Parliament st
SHAW, JAMES EDWARD, Welburn, Kirby Moorside, Yorks Jan 1 Smith, Pontefract
SPICER, EDWARD, Cromwell rd Dec 31 Shephards & Walters, Finsbury circus
SUTCLIFFE, ELIZA SMITH, Luddenden Foot, Yorks Dec 31 Kai lat & Sons, Newcastle
TICKET, ELIZABETH, Sheffield Dec 21 Farnell & Son, Sheffield
URRY, GEORGE WILLIAM, Holloway rd, Licensed Victualler Dec 31 Ford, Seven Sisters rd
WARR, GEORGE, Birmingham, Builder Jan 11 Mogford, Birmingham
WILLIAMS, JOHN, Tynlon Treboeth, Penrth Carnarvon Jan 14 Jones, Bangor
WOODLIFF, HENRY GRAYSON, Charlton Kings, Glos Dec 29 Forbes & Haddon, Cheltenham
WORTHINGTON, EMILY MARGARET, Farnham, Surrey Dec 31 Goble & Warner, Farnham
WRIGHT, ADAMSON, Pocklington, Yorks Dec 21 Summerson, Pocklington
YOUNG, HUGH, Highbury gr Dec 30 Morley & Co, Gresham House

London Gazette.—TUESDAY, DEC. 3.

ALABASTER, EDWARD, Moseley, Birmingham Dec 31 Gem & Co, Birmingham
BESS, FRANCES ANN, Daltonia, Hackney Jan 14 Carter & Barber, Eldon at
BEADON, LUCY BEADON, Taunton Dec 31 Channer & Channer, Taunton
BEARD, REBECCA, Southwark Park rd, Bermondsey Dec 31 Miller & Sons, 84 Thomas st, London Bridge
BERNARD, GEORGE KING, Twickenham Jan 1 Terrall & Varley, Cophall av
BILBY, WALTER, Old Catton, Norfolk Dec 25 Tillet & Co, Norwich
BIRDSALL, WILLIAM, Scarborough Jan 4 Birdsall & Cross, Scarborough
BISHOP, EDWIN CHARLES, Bishopston, Bristol, Boot Manufacturer Dec 31 Benson & Co, Bristol
BLAIR, SARAH ANNE, St Leonard's on Sea Dec 31 Marshall, Halifax
BRANDWOOD, EMILY, Halifax Dec 11 Moore & Shepherd, Halifax
BRAZIER, MARY JANE, Burro v in Furness Dec 31 Thompson, Barrow in Furness
BUTCHER, CHARLES ROBERT, Norfolk rd, St John's Wood Jan 11 Davies & Co, Norfolk st, Strand
CROMPTON-ROBERTS, MARY, Park st Jan 10 Hasties, Lincoln's inn fields
DABBS, WILLIAM, Shore rd, Hackney Jan 13 Syrett & Sons, Finsbury pmrt
EASTWOOD, JOHN EDMUND, Huddersfield Dec 29 Leary & Co, Huddersfield
EVANS, WILLIAM, Brownhills, Staffs Jan 31 Evans, Walsall
FRANCIS JOHN, Bath, Printer Dec 31 Withy, Bath
FRANCIS, SARAH, Lampeter, Cardigan Dec 14 Davies, Lampeter
GALE, ISAAC, Swansea, Grocer Dec 17 Morgan, Swansea
GRAY, THOMAS GEORGE, Northfleet, Kent Dec 28 Hutton & Co, Northfleet
GUILLAND, JOHN BYRON, High st, Uxbridge, Baker Jan 12 Woodbridge & Sons, Uxbridge
HABENS, ANNIE, Tunbridge Wells Dec 31 Bretherton & Merton Neale, Tunbridge Wells
HAWKEY, HAMILTON THOMAS, Ashburton, Devon, Bank Cashier Jan 3 Hancock, Truro
HEMPSON, AMIS ATTON, Ramsay, Essex, Farmer Jan 1 Ward & Co, Harwich
HOBBS, RICHARD, Birchanger rd, South Norwood, Builder Jan 15 Lincoln, 222, Strand
HOLLAND, MARK, Kingston upon Hull, Stevedore Jan 15 Rolitt & Co, Hull
HOLMES, ELIZA, Yardley, Birmingham Dec 31 Gem & Co, Birmingham
HOOPER, GEORGE, Stapleford, Wilts, Licensed Victualler Jan 6 King & Aylward, Salisbury
HUKTAR, MARY ANN, Sutton Coldfield, Warwick Jan 13 Lane & Co, Birmingham
JEFFCOAT, SARAH, Olton, Warwick Dec 31 Gem & Co, Birmingham
JOHNSON, CATHERINE DURANT, Preston Park, Brighton Dec 31 Satchell & Co, King st
KAT, SARAH, Birkdale Jan 4 Worden & Ashington, Southport
KINGIERLES, GEORGE, Buckingham, Chemist Jan 7 Whitehorns & Law, Buckingham
LLOYD, GEORGE WILLIAM AYLME, Noybury, Bucks Dec 31 Morgan & Co, Old Broad st
LLOYD, HENRY, Leominster Dec 31 Easton, Leominster
MELLOR, FRANCES JANE, Ashton under Lyne, Lancs Dec 17 Vaudrey, Manchester
MILNER, ROBERT WILLIAM, Newcastle upon Tyne, Paint and Varnish Manufacturer Jan 1 Bainbridge, Newcastle upon Tyne
MORAN, WILLIAM JOHN GRACE, West Glossop, Derby, Chemist Dec 14 Ireland, Glossop
MORRIS, Sir JOHN HENRY, KCIL, Queen's gt Dec 31 Wigan & Co, Victoria Embankment
MORTON, WILLIAM, Alnwick, Merchant Dec 28 Douglas, Alnwick
NIELD, ALICE, Birmingham Dec 10 Glaisyer & Co, Birmingham
ODEN, JOHN, Altrincham Jan 16 Diggle & Ogden, Manchester
OLDFIELD, WILLIAM, Wavertree, Liverpool Dec 31 Tickle, St Helens
OLIVER, THOMAS, Casella rd, New Cross Jan 9 Huntley & Son, 92, Tooley st
OLIVER, LOUISE, Hove, Sussex Jan 29 Walker & Co, Manchester
PEASE, OWEN BRAMONT, Richmond, Yorks Jan 1 Rogers & Hudsons, Richmond Yorks
RAJAKRISHNAN, CANARAN JAGANNATH, Singapore, Straits Settlements, Solicitor's Clerk Dec 31 Speechly & Co, New sq, Lincoln inn
RICHER, ROBERT, Beeston Hill, Leeds, Gardener Jan 8 Markland & Co, Leeds
ROXBY, EDWARD LALLY, Tiverton, Devon Jan 1 Fisher, Tiverton
SEALS, ELIZABETH, Newark on Trent, Nottingham Dec 31 Hodgkinson & Beever, Newark on Trent
SEWELL, WILLIAM ALFRED, Worship st, Wholesale Cabinet Manufacturer Jan 3 Francis & Co, St Stephen's chmbrs, Telegraph at
SMITH, DAVID KEMP Old Hunwick, Durham Jan 3 Jennings, Bishop Auckland
STAGHT, GEORGE EDWARD, Grindelford, Derby, Silver Chaser Dec 21 Maxfield, Sheffield
STEPHENSON, CHRISTOPHER, Walsall upon Tyne, Shipyard Manager Dec 23 Drury, Newcastle upon Tyne
STUART, GEORGE, Newcastle upon Tyne Dec 30 Stewart, Newcastle upon Tyne
STYKES, WILLIAM SHAW, Marsden nr Huddersfield Dec 28 Sykes, Huddersfield
TAYLOR, ARTHUR FOLDS, Blackheath Jan 11 Jackson & Co, Fenchurch st
TWEED, AGNES, Otley Cottages, nr Elmsmere, Salop Jan 1 Thomas, Elmsmere
VICKERSSTAFF, ELIZABETH, Edghaston, Birmingham Dec 31 Gem & Co, Birmingham
WARD, JAMES, Stockwell Park rd, Stockwell Jan 11 Potter & Co, Queen Victoria st
WARRER, NATHAN, Elmwell, Suffolk, Wheelwright Jan 3 Hayward & Son, Stowmarket
WHITELLY, JAMES, Bishworth, nr Halifax, Farmer Jan 4 Longbottom, Halifax
WHITMAN, EDWARD, Golcar, nr Huddersfield, Woollen Cloth Manufacturer Jan 14 Ramsden & Co, Huddersfield
WILKINSON, CHARLES, Clapham Park rd, Clapham Dec 31 Cordwell, King's Bench walk
WILKINSON, GRACE, Bingley, Yorks Dec 28 Bolton, Bradford

Bankruptcy Notices.

London Gazette.—FRIDAY, NOV. 29.
RECEIVING ORDERS.

AINSWORTH, ERNEST DUNBAR, Birmingham Kingston, Surrey Pet Oct 31 Ord Nov 26
BAKER, WILLIAM, Stapleton, Bristol, Wholesale Druggist Bristol Pet Nov 5 Ord Nov 25
BALCE, LARS WILLIAM, Boscombe rd, Dartmouth Park, Kentish Town, Diamond Merchant High Court Pet Oct 29 Ord Nov 26
BECKWITH, JOHN WILLIAM, Leicester, Bookbinder Leicester Pet Nov 23 Ord Nov 25
BERR, WILLIAM EDWIN, Sheffield, Journeyman Cabinet Maker Sheffield Pet Nov 25 Ord Nov 25
BLAKE, J. Victoria Dock rd, Provision Merchant High Court Pet Oct 24 Ord Nov 26
BLITZ, RUDOLF, Finchbury sq, Professor High Court Pet Nov 5 Ord Nov 26
BLOODWORTH, NATHANIEL CHARLES, BUTLER, and JOHN WILLIAM BUTLER BLOODWORTH, Cirencester, Bakers Swindon Pet Nov 26 Ord Nov 26
BRIANT, HERBERT RALPH, Southsea, Solicitor Portsmouth Pet June 10 Ord Nov 27
BRUNDLE, CHARLES ALFRED, Hilgay, Norfolk, Pig Dealer King's Lynn Pet Nov 26 Ord Nov 26
CAPPEL, JOHN, Rhymany, Mon, Newsagent Tredegar Pet Nov 25 Ord Nov 25
CARVELL, ARTHUR, Coventry, Baker Coventry Pet Nov 23 Ord Nov 25
COLE, WILLIAM, Pontardulais, Carmarthenshire, Collier Carmarthen Pet Nov 23 Ord Nov 25
DANIEL, CHARLES, Little Fenton, nr Sherburn, Yorks, Farmer York Pet Nov 26 Ord Nov 26
DOROVAN, DANIEL, Aberdeen, Collier Aberdeen Pet Nov 27 Ord Nov 27
GIBBINS, HERBERT JAMES, Clifton rd, Crouch End High Court Pet Nov 26 Ord Nov 26
GOFF, ALEXANDER CECIL, Montague st, Russell sq, Plantation Manager High Court Pet Nov 26 Ord Nov 26
GREEN, WILLIAM DANIEL, Stoke by Nayland, Coachbuilder Ipswich Pet Nov 26 Ord Nov 26
GURSELL, JOHN, Lincoln, Painter's Manager Lincoln Pet Nov 26 Ord Nov 26
HAIGH, THOMAS, and FRANCIS JOSEPH STAWELL JONES, Porthcawl, Glam, Motor Engineers Cardiff Pet Oct 25 Ord Nov 25
HALLIDAY, FREDERICK, Bradford, Tailor Bradford Pet Nov 26 Ord Nov 26
HARPOLE, CECILIA, Southport Liverpool Pet Oct 19 Ord Nov 25
HAW, JOHN WILLIAM, Heslington, York, Joiner York Pet Nov 26 Ord Nov 26
HILL, WALTER, Oxford st, Medical Practitioner High Court Pet Oct 26 Ord Nov 22
HOLLOWAY, ARTHUR WILLIAM, Boston, Lincolns, Accountant Boston Pet Nov 14 Ord Nov 26
KERR, MARKS, Sebert rd, Forest Gate, Butcher High Court Pet Nov 27 Ord Nov 27
KIRK, JOHN, Stamford Bridge, Yorks, Butcher York Pet Nov 26 Ord Nov 26
LARK, HAROLD BROWN, Hockley, Essex, Jobmaster Chelmsford Pet Nov 27 Ord Nov 27
LE BLANC, FLORENCE MARY, Bournemouth Poole Pet Nov 13 Ord Nov 25
LESLIE-MELVILLE, C De D, Pall Mall High Court Pet Oct 17 Ord Nov 27
LOSO, U STANLEY, Bristol, Tutor Cambridge Pet Aug 28 Ord Nov 26
LOD, SAMUEL, Birkenhead, Chester Liverpool Pet Nov 23 Ord Nov 26
MARSHALL, ARTHUR FRANCIS, Old Catton, Norfolk, Fruit Grower Norwich Pet Nov 26 Ord Nov 26
MCLEOD, E S, Ilford, Essex, Mercantile Clerk Chelmsford Pet Sept 20 Ord Nov 25
MICKLETHWAIT, EMMA LEONORA, Harrogate York Pet Nov 26 Ord Nov 26
NICHOLSON, HENRY, Brighouse, Yorks, Baker Halifax Pet Nov 27 Ord Nov 27
OATES, CLAUDE HARRISON, Doncaster, Gentleman Sheffield Pet Oct 31 Ord Nov 25
REYNOLDS, ANNIE E, Pontypriid Pontypriid Pet Nov 12 Ord Nov 25
ROBINSON, TITUS, Great Yarmouth, Carter Great Yarmouth Pet Nov 25 Ord Nov 25
SADLER, FRANCIS EDGAR, St Helens, Lancs, Sweet Dealer Liverpool Pet Nov 25 Ord Nov 25

SAGE, WALLACE ALFRED, Bedminster, Bristol Grocer Bristol Pet Nov 25 Ord Nov 25
SAVILLE, A, Westcliff on Sea, Essex High Court Pet Oct 25 Ord Nov 25
SCHNEIDER, ELIAS, New Oxford st, Tobaccoist High Court Pet Oct 30 Ord Nov 25
SMITH, FREDERICK WILLIAM, Boscombe, Draper Poole Pet Nov 25 Ord Nov 25
SPENCER, EDWIN THOMAS, Skelthorpe, York Huddersfield Pet Nov 14 Ord Nov 27
THOMAS, ALBERT, Hendy, Pontardulais, Carmarthenshire, Tinplate Worker Carmarthen Pet Nov 25 Ord Nov 25
TWEEDALE, BERNARD AITKEN Conduit at High Court Pet Oct 5 Ord Nov 25
WATSON, JAMES, Winton, Bournemouth, Miller Poole Pet Nov 26 Ord Nov 26
WHITHEAD, JOHN BEDFORD, Leeds, Chemist Leeds Pet Nov 27 Ord Nov 27
WILKINSON, SAMUEL, Fallowfield, Lancs, Paper Dealer Oldham Pet Nov 25 Ord Nov 25

FIRST MEETINGS.

BALCE, LARS WILLIAM, Boscombe rd, Dartmouth Park Kentish Town, Diamond Merchant Dec 10 at 12 Bankruptcy bldgs, Carey st
BECKWITH, JOHN WILLIAM, Leicester, Bookbinder Dec 7 at 12 Off Rec, 4, Berridge st, Leicester
BLAIR, ABRAHAM, Dutton, nr Freeton Brook, Cheshire Blacksmith Dec 9 at 3 Off Rec, Byrom st, Manchester
BLAKE, J. Victoria Dock rd, Provision Merchant Dec 10 at 11.30 Bankruptcy bldgs, Carey st
BLITZ, RUDOLF, Finchbury sq, Professor Dec 10 at 12.30 Bankruptcy bldgs, Carey st
BRIANT, HERBERT RALPH, Southsea, Solicitor Dec 9 at 3 Off Rec, Cambridge Junc High st, Portsmouth
BRIDGEMAN, WILFRED HENRY, Warwick, Tailor Dec 9 at 11.15 Off Rec, 4, High st, Coventry
BUTCHER, WALTER JOHN THOMAS, Northfleet, Kent, Grocer Dec 9 at 3 115, High st, Rochester
CAPPEL, JOHN, Rhymany, Newsagent Dec 7 at 11 Off Rec, 144, Commercial st, Newport, Mon
CARVELL, ARTHUR, Coventry, Baker Dec 11 at 11 Off Rec, 8, High st, Coventry
COLE, WILLIAM, Hendy, Pontardulais, Carmarthen, Collier Dec 10 at 11.30 Off Rec, 4, Queen st, Carmarthen
DANIEL, CHARLES, Little Fenton, nr Sherburn, Yorks, Farmer Dec 11 at 11 Off Rec, Red House, Duncombe pl, York
FITZWILLIAM, GEORGE JAMES CHARLES WENTWORTH, Milton, Northampton Dec 9 at 12 Bankruptcy bldgs Carey st
FRYD, ALEXANDER HERRERT, Southend on Sea, Bailder Dec 9 at 12 Off Rec, 14, Bedford row
GIBBINS, HERBERT JAMES, Clifton rd, Crouch End Dec 11 at 11.30 Bankruptcy bldgs, Carey st
GOFF, ALEXANDER CECIL, Montague st, Russell sq, Plantation Manager Dec 11 at 11 Bankruptcy bldgs, Carey st
HALLIDAY, FREDERICK, Bradford, Tailor Dec 7 at 10 Off Rec, 12, Duke st, Bradford
HAW, JOHN WILLIAM, Heslington, York, Joiner Dec 11 at 3.30 Off Rec, Red House, Duncombe pl, York
HILL, WALTER, Oxford st, Medical Practitioner Dec 9 at 11.30 Bankruptcy bldgs, Carey st
JENKINSON, WILLIAM, Whitlington, nr Oswestry, Contractor Dec 9 at 12 Crypt chmbrs, Chester
KERR, MARKS, Sebert rd, Forest Gate, Butcher Dec 11 at 1 Bankruptcy bldgs, Carey st
KIRK, JOHN, Stamford Bridge, Yorks, Butcher Dec 11 at 3 Off Rec, Red House, Duncombe pl, York
LANGSTAFF, HARRY, Leeds, Laundry Proprietor Dec 9 at 11 Off Rec, 24 Bond st, Leeds
LAW, JOSEPH BENJAMIN, Hulme, Manchester, Funeral Director Dec 7 at 11 Off Rec, Byrom st, Manchester
LE BLANC, FLORENCE MARY, Bournemouth Dec 10 at 3.45 Arcade chmbrs (first floor), Bournemouth
LESLIE-MELVILLE, C De D, Pall Mall Dec 13 at 11 Bankruptcy bldgs, Carey st
MICKLETHWAIT, EMMA LEONORA, Harrogate Dec 11 at 2.30 Off Rec, Red House, Duncombe pl, York
MORGAN, JOHN, Bault, Outfitter Dec 7 at 11.30 Off Rec, 22, Swanhill, Shrewsbury
MUTTON, ARTHUR HENRY, Hemel Hempstead, Herts, Commercial Traveller Dec 9 at 3 Off Rec, 14, Bedford row, London

PODGUR, LIONEL JOSEPH, Abertillery, Mon, Tailor's Traveller Dec 7 at 11.30 Off Rec, 144, Commercial st, Newport, Mon
SADLER, FRANCIS EDGAR, St Helens, Lancs, Sweet Dealer Dec 10 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
SAVILLE, A, Westcliff on Sea Dec 11 at 11.30 Bankruptcy bldgs, Carey st
SCHNEIDER, ELIAS, New Oxford st, Tobaccoist Dec 11 at 11 Bankruptcy bldgs, Carey st
SMITH, FREDERICK WILLIAM, Boscombe, Draper Dec 7 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton
THOMAS, ALBERT, Hendy, Pontardulais, Carmarthen, Tinplate Worker Dec 10 at 11.45 Off Rec, 4, Queen st, Carmarthen
TWEEDALE, BERNARD AITKEN, Conduit at Dec 11 at 12 Bankruptcy bldgs, Carey st
WEST, VICTOR CARTER, New Oxford st, Journalist Dec 11 at 1 Bankruptcy bldgs, Carey st
WELTON, JAMES, Winton, Bournemouth, Miller Dec 10 at 3 Arcade chmbrs (first floor), Bournemouth
WILKINSON, SAMUEL, Fallowfield, Lancs, Paper Dealer Dec 12 at 3 Off Rec, Greaves st, Oldham
WOODWARD, WILLIAM GEORGE, Hamilton rd, East Finchley, Butcher Dec 10 at 12 Off Rec, 14, Bedford row

ADJUDICATIONS.

ANDREWS, GUILLAUME WALTER, Boscombe, Cycle Dealer Poole Pet Oct 21 Ord Nov 27
BECKWITH, JOHN WILLIAM, Leicester, Bookbinder Leicester Pet Nov 25 Ord Nov 25
BERR, WILLIAM EDWIN, Sheffield, Journeyman Cabinet Maker Sheffield Pet Nov 25 Ord Nov 25
BELL, PERCY MACKENZIE, High r d, Willesden Green, Actor High Court Pet Oct 3 Ord Nov 26
BLOODWORTH, NATHANIEL CHARLES, BUTLER, and JOHN WILLIAM BUTLER BLOODWORTH, Cirencester, Bakers Swindon Pet Nov 26 Ord Nov 26
BRANSON, ARTHUR VICTOR, Haslemere, Surrey High Court Pet Oct 1 Ord Nov 25
BRUNDLE, CHARLES ALFRED, Hilgay, Norfolk, Pig Dealer King's Lynn Pet Nov 26 Ord Nov 26
BUTCHER, WALTER JOHN THOMAS, Northfleet, Kent, Grocer Rochester Pet Nov 23 Ord Nov 27
CAIRNS, JOSEPH GUSTAVUS, Portsmouth, Watchmaker Portsmouth Pet Nov 11 Ord Nov 26
CAPPEL, JOHN, Rhymany, Mon, Newsagent Tredegar Pet Nov 25 Ord Nov 25
CARVELL, ARTHUR, Coventry, Baker Coventry Pet Nov 23 Ord Nov 25
COLE, WILLIAM, Hendy, Pontardulais, Carmarthen, Collier Carmarthen Pet Nov 23 Ord Nov 25
CORRI, LUIGI, Johnson st, Notting Hill Gate, Ice Cream Merchant High Court Pet Oct 21 Ord Nov 25
DANIEL, CHARLES, Little Fenton, nr Sherburn in Elmet, Yorks, Farmer York Pet Nov 26 Ord Nov 26
DERSON, SYDNEY JAMES, Walton on Thames, Surrey, Kingsdon (Surrey) Pet Oct 26 Ord Nov 26
DOROVAN, DANIEL, Aberdeen, Collier Aberdeen Pet Nov 27 Ord Nov 27
GIBBINS, HERBERT JAMES, Clifton rd, Crouch End High Court Pet Nov 26 Ord Nov 26
GOFF, ALEXANDER CECIL, Montague st, Russell sq, Plantation Manager High Court Pet Nov 26 Ord Nov 26
GOLD, THOMAS CHARLES, Harrow, Midlax High Court Pet Oct 3 Ord Nov 25
GREEN, FRANK HERRERT, Plaistow, Essex, Draper High Court Pet Nov 21 Ord Nov 26
GREEN, WILLIAM DANIEL, Stoke by Nayland, Suffolk, Coachbuilder Ipswich Pet Nov 26 Ord Nov 26
GURSELL, JOHN, Lincoln, Painter's Manager Lincoln Pet Nov 26 Ord Nov 26
HAIGH, THOMAS, and FRANCIS JOSEPH STAWELL JONES, Porthcawl, Glam, Motor Engineers Cardiff Pet Nov 25 Ord Nov 25
HALLIDAY, FREDERICK, Bradford, Tailor Bradford Pet Nov 26 Ord Nov 26
HARPOLE, CECILIA MARY, Southport Liverpool Pet Oct 19 Ord Nov 27
HAW, JOHN WILLIAM, Heslington, York, Joiner York Pet Nov 26 Ord Nov 26
HEWITT, ARTHUR JOHN, Whitefriars st, Paper Illustrator High Court Pet Oct 17 Ord Nov 25
HILL, WALTER DE MARCOT, Oxford st, Medical Practitioner High Court Pet Oct 28 Ord Nov 27
HODGKINSON, WILLIAM PERCY, Nelson, Lancs, Cloth Agent Burnley Pet Oct 31 Ord Nov 26

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

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APPLY FOR PROSPECTUS.

X

HURST, HENRY, Weston Point, nr Euncorn, Chester, Licensed Victualler Warrington Pet Nov 18 Ord Nov 27
 KERSH, MARKS, Sebert rd, Forest Gate, Butcher High Court Pet Nov 27 Ord Nov 37
 KIRK, JOHN, Stamford Bridge, Yorks, Butcher York Pet Nov 26 Ord Nov 26
 LORD, SAMUEL, Birkenhead, Chester Liverpool Pet Nov 26 Ord Nov 26
 LOVIBOND, HENRY, Wanstead Park av, Manor Park High Court Pet Oct 25 Ord Nov 25
 MARSHALL, ARTHUR FRANCIS, Old Catton, Norfolk Fruit Grower Norwich Pet Nov 23 Ord Nov 26
 MCNEISH, JOHN, Fenchurch bldgs High Court Pet Aug 28 Ord Nov 26
 MCKELTHWAIT, EMMA LEONORA, Harrogate, Lodging house Keeper York Pet Nov 26 Ord Nov 26
 NICHOLSON, HENRY, Brighouse, Baker Halifax Pet Nov 27 Ord Nov 27
 PALFREMAN, JOHN JAMES, Tockwith, Yorks, Farmer York Pet Oct 17 Ord Nov 26
 QUINTON, JOHN PURCELL, Finsbury pvt House, Company Promoter High Court Pet Aug 28 Ord Nov 27
 REYNOLDS, ANNIE E, Pontypidd Pontypidd Pet Nov 12 Ord Nov 27
 ROBINSON, TITUS, Great Yarmouth, Carter Great Yarmouth Pet Nov 25 Ord Nov 25
 SADLER, FRANCIS EDGAR, St Helens, Lancs, Sweet Dealer Liverpool Pet Nov 25 Ord Nov 25
 SAGE, WALLACE ALFRED, Bedminster, Bristol, Grocer Bristol Pet Nov 26 Ord Nov 26
 THOMAS, ALBERT, Hendy, Pontardulais, Carmarthen, Timpale Worker, Carmarthen Pet Nov 25 Ord Nov 25
 TOTT, JAMES, Pudding ln, Fish Merchant High Court Pet Sept 13 Ord Nov 25
 WHEE, HATTIE M, Osnaburgh st, Regent's Park High Court Pet Sept 30 Ord Nov 25
 WHITE, SYDNEY LINTHORNE, Frome, Somerset, Solicitor Frome Pet Nov 1 Ord Nov 25
 WHITEHEAD, JOHN BEDFORD, Leeds, Chemist Leeds Pet Nov 27 Ord Nov 27
 WILKINSON, SAMUEL, Fallowfield, Lancs, Paper Dealer Oldham Pet Nov 25 Ord Nov 25

Amended Notice substituted for that published in the London Gazette of Mar 26:

HOLM, JAMES HAIR, Airet, Piccadilly, Cigar Manufacturer High Court Pet Jan 19 Ord Mar 21

London Gazette.—TUESDAY, Dec. 3.

RECEIVING ORDERS.

BALDWIN, WALTER HENRY, Dover, Jobmaster Canterbury Pet Nov 29 Ord Nov 29
 BELL, WILLIAM EDWARD, DERRINGTON, JP, Thornelee, Worcester Worcester Pet Nov 8 Ord Nov 30
 BLAGOW, JOSEPH, Ingleton, Yorks, Cattle Dealer Kendal Pet Nov 29 Ord Nov 29
 BRANT, ERNEST HENRY, Southsea, Hants, Grocer Portsmouth Pet Nov 28 Ord Nov 28
 BRODIE, A J, Riverview gdns, Putney, Commission Agent Wandsworth Pet Oct 22 Ord Nov 28
 CARR, JOHN LEWIS, Richmond, Surrey Wandsworth Pet Nov 6 Ord Nov 28
 CARTER, IRA, Market Rasen, Lincs, Boot Factor Lincoln Pet Nov 29 Ord Nov 29
 CAWKILL, TOM, Kingston upon Hull, Plumber Kingston upon Hull Pet Nov 29 Ord Nov 29
 CORNWELL, EBENEZER, Ely, Cambs, Builder Cambridge Pet Nov 29 Ord Nov 29
 COX, JOSEPH ANTHONY, Manchester, Draper Manchester Pet Nov 30 Ord Nov 30
 DAVIES, THOMAS, Pentre, Glam, Collier Pontypidd Pet Nov 28 Ord Nov 28
 DOWSETT, WILLIAM JAMES, Ravenscroft st, Hackney rd, Manufacturing Patentee High Court Pet Nov 8 Ord Nov 29
 GORE, FREDERICK GEORGE, Lower Broughton, Salford Cabinet Maker Salford Pet Nov 29 Ord Nov 29
 HULLAH, WILLIAM, Keighley, Blacksmith Bradford Pet Nov 28 Ord Nov 28
 JONES, EDWARD, Abercromby, Glam, Boot Dealer Pontypidd Pet Nov 29 Ord Nov 29
 KILLIM, ISAAC, Leeds, Clothier's Manager Leeds Pet Nov 28 Ord Nov 28
 LEWIS, JAMES, Llanelly, Moulder Carmarthen Pet Nov 30 Ord Nov 30
 LEWIS, THOMAS, Penrhynweller, Glam, Colliery Carpenter Pontypidd Pet Nov 29 Ord Nov 29

MORFORD, REGINALD, Ditton, Surrey, Insurance Manager High Court Pet Nov 30 Ord Nov 30
 PAXTON, GEORGE, Newton Heath, Manchester, Boot Salesman Manchester Pet Nov 30 Ord Nov 30
 PHILIPS, CHARLES DENNISON, Alredale av, Chiswick, Costume Manufacturer Brentford Pet Nov 23 Ord Nov 25
 PILE, ALFRED, Roadwater, Somerset, Baker Taunton Pet Nov 12 Ord Nov 30
 ROWLANDS, RICHARD, Shrewsbury, Salop, Grocer Shrewsbury Pet Nov 30 Ord Nov 30
 SHAW, COLLINGWOOD, West Hartlepool, Confectioner Sunderland Pet Nov 27 Ord Nov 27
 TAYLOR, THOMAS BIRLEY, Manchester, Pawnbroker Salford Pet Nov 29 Ord Nov 29
 THOMAS, MARGARET ANNE, Newbridge, M n Newport, Mon Pet Nov 29 Ord Nov 29
 THOMAS, WILLIAM, Llangafni, Anglesey, Tailor Bangor Pet Nov 30 Ord Nov 30
 VARLEY, THOMAS, Pudsey, Yorks, Journeyman Mechanic Bradford Pet Nov 28 Ord Nov 28
 WAKEFIELD, STEPHEN CASTLETON, Harrow St Albans Pet Nov 18 Ord Nov 28
 WOOD, AGNES, Cinderford, Glos Cheltenham Pet Nov 29 Ord Nov 29
 WOOLLANDS, JOHN TEMPEST, Merthyr Tydfil, General Smith Merthyr Tydfil Pet Nov 28 Ord Nov 28

FIRST MEETINGS.

BEER, WILLIAM EDWIN, Sheffield, Journeyman Cabinet Maker Dec 11 at 12.30 Off Rec, Figgate ln, Sheffield
 BLOODWORTH, NATHANIEL CHARLES BUTLER, and JOHN WILLIAM BUTLER BLOODWORTH, Cirencester, Bakers Dec 13 at 3 Off Rec, 38, Regent circus, Swindon
 BRANT, ERNEST HENRY, Southsea, Hants, Grocer Dec 12 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 BRODIE, A J, Riverview gdns, Putney, Commission Agent Dec 11 at 11.30 182, York rd, Westminster Bridge rd
 BRUNDLE, CHARLES ALFRED, Hilgay, Norfolk, Pig Dealer Dec 13 at 11.30 Court House, King's Lynn
 CARR, JOHN LEWIS, Richmond, Surrey Dec 11 at 11 132, York rd, Westminster Bridge rd
 CAWKILL, TOM, Kingston upon Hull, Plumber Dec 13 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 CLARKE, ERNEST, Sandiache, Derby, Lace Maker Dec 11 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
 DAVIES, THOMAS, Pentre, Glam, Collier Dec 12 at 2.30 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypidd
 DONOVAN, DANIEL, Aberdare, Collier Dec 13 at 11.30 Temperance Hall, Aberdare
 DOWSETT, WILLIAM JAMES, Ravenscroft st, Hackney rd, Manufacturing Patentee Dec 12 at 12 Bankruptcy bldgs, Carey st
 GREEN, WILLIAM SANDEL, Polstead, Suffolk, Coach Builder Dec 11 at 2.15 Off Rec, 36, Princes st, Ipswich
 GURNELL, JOHN, Lincoln, Painter's Manager Dec 13 at 12 Off Rec, 10, Bank st, Lincoln
 HAMPSON, CECILIA MARY, Southport Dec 13 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 HULLAH, WILLIAM, Keighley, Blacksmith Dec 11 at 3.30 Off Rec, 12, Duke st, Bradford
 KENT, WILLIAM, Norwich, Blacksmith Dec 11 at 12 Off Rec, 8, King st, Norwich
 KILLIM, ISAAC, Leeds, Clothier's Manager Dec 11 at 3.30 Off Rec, 24, Bond st, Leeds
 LEWIS, JAMES, Llanelly, Moulder Dec 11 at 11.30 Off Rec, 4, Queen st, Carmarthen
 LEWIS, THOMAS, Penrhynweller, Glam, Colliery Carpenter Dec 12 at 3 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypidd
 LORD SAMUEL, Liverpool Dec 12 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 MCLEOD, E S, Iford, Essex, Mercantile Clerk Dec 11 at 3 Off Rec, 14, Bedford row
 MILLS, SARAH ANN, Wardle, Lancs Dec 17 at 11.30 Town Hall, Rochdale
 MORFORD, REGINALD, Ditton, Surrey, Insurance Manager Dec 16 at 11 Bankruptcy bldgs, Carey st
 NICHOLSON, HENRY, Brighouse, Baker Dec 11 at 10.15 County Court, Prescott st, Halifax
 OATES, CLAUDE HARRISON, Doncaster Dec 11 at 12 Off Rec, Figgate ln, Sheffield
 REYNOLDS, ANNIE E, Pontypidd, Grocer Dec 12 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypidd
 ROBINSON, TITUS, Great Yarmouth, Carter Dec 11 at 12.30 Off Rec, 8, King st, Norwich

ROWLANDS, RICHARD, Shrewsbury, Grocer Dec 14 at 2.3 Off Rec, 25, Swan hill, Shrewsbury
 SAGE, WALLACE ALFRED, Bedminster, Bristol, Grocer Dec 11 at 11.45 Off Rec, 26, Baldwin st, Bristol
 STOKES, SYDNEY EDWARD, Dutton, nr Preston Brook, Cheshire, Schoolmaster Dec 11 at 9 Off Rec, Byrom st, Manchester
 TARR, FRANCIS JOHN, (dec.) Bristol, Solicitor Dec 11 at 12 Off Rec, 26, Baldwin st, Bristol
 TOOGOOD, WILLIAM ALBERT, Cheltenham, Baker Dec 13 at 3.30 County Court bldgs, Cheltenham
 TORRANCE, GEORGE WOODBURN, Chadwell Heath, Essex, Farmer Dec 11 at 12 Off Rec, 14, Bedford row
 VARLEY, THOMAS, Pudsey, Yorks, Journeyman Mechanic Dec 11 at 3 Off Rec, 12, Duke st, Bradford
 WASTENY, EMMAUEL, Dinnington, nr Rotherham, Carter Dec 11 at 11.30 Off Rec, Figgate ln, Sheffield
 WATSON, WILLIAM, Colwick, Notts, Mineral Water Traveller Dec 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 WHITEHEAD, JOHN BEDFORD, Leeds, Chemist Dec 11 at 3 Off Rec, 24, Bond st, Leeds
 WOOLLANDS, JOHN TEMPEST, Merthyr Tydfil, General Smith Dec 11 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil

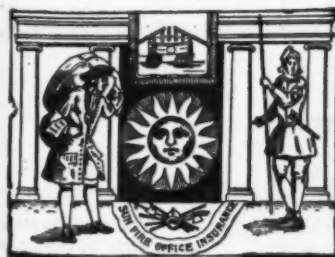
ADJUDICATIONS.

BALCK, LARS WILLIAM, Boncastle rd, Dartmouth Park, Kentish Town, Diamond Merchant High Court Pet Oct 29 Ord Nov 28
 BALDREY, CHARLES, Gleaston, nr Ulverston, Lancs Barrow in Furness Ord Nov 30
 BALDWIN, WALTER HENRY, Dover, Jobmaster Canterbury Pet Nov 9 Ord Nov 29
 BLAGOW, JOSEPH, Ingleton, York, Cattle Dealer Kendal Pet Nov 29 Ord Nov 29
 BRANT, ERNEST HENRY, Southsea, Hants, Grocer Portsmouth Pet Nov 28 Ord Nov 28
 CARTER, IRA, Market Rasen, Lincs, Boot Factor Lincoln Pet Nov 29 Ord Nov 29
 CAWKILL, TOM, Kingston upon Hull, Plumber Kingston upon Hull Pet Nov 29 Ord Nov 29
 CORNWELL, EBENEZER, Ely, Cambs, Builder Cambridge Pet Nov 29 Ord Nov 29
 COX, JOSEPH ANTHONY, Chesham, Manchester, Draper Manchester Pet Nov 30 Ord Nov 30
 DAVIES, THOMAS, Pentre, Rhonda, Glam, Collier Pontypidd Pet Nov 28 Ord Nov 28
 FREEDMAN, LOUIS, Horsford rd, Brixton, Moneylender's Manager High Court Pet Nov 1 Ord Nov 29
 GORE, FREDERICK GEORGE, Lower Broughton, Salford, Cabinet Maker Salford Pet Nov 29 Ord Nov 29
 HARBOTTLE, JOHN GEORGE, and JOHN HUTCHINSON, Newcastle upon Tyne, Timber Merchants Newcastle upon Tyne Pet Oct 29 Ord Nov 27
 HAYNALL, JOHN WILLIAM, Canning Town, Baker High Court Pet Sept 7 Ord Nov 22
 HOLLOWAY, ARTHUR WILLIAM, Boston, Lincs, Accountant Boston Pet Nov 14 Ord Nov 29
 HULLAH, WILLIAM, Keighley, Blacksmith Bradford Pet Nov 28 Ord Nov 28
 JONES, EDWARD, Abercromby, Glam, Boot Dealer Pontypidd Pet Nov 29 Ord Nov 29
 JONES, R, Cardiff, Builder High Court Pet Oct 10 Ord Nov 29
 KILLIM, ISAAC, Leeds, Clothier's Manager Leeds Pet Nov 28 Ord Nov 28
 LARK, HAROLD BROWN, Hockley, Essex, Jobmaster Chelmsford Pet Nov 27 Ord Nov 30
 LEWIS, JAMES, Llanelly, Moulder Carmarthen Pet Nov 30 Ord Nov 30
 LEWIS, THOMAS, Penrhynweller, Glam, Colliery Carpenter Pontypidd Pet Nov 29 Ord Nov 29
 MILLS, SARAH ANN, Wardle, Lancs Rochdale Pet Nov 12 Ord Nov 29
 MORFORD, REGINALD, Ditton, Surrey, Insurance Manager High Court Pet Nov 30 Ord Nov 30
 PAXTON, GEORGE, Newton Heath, Manchester, Boot Salesman Manchester Pet Nov 30 Ord Nov 30
 ROWLANDS, RICHARD, Shrewsbury, Grocer Shrewsbury Pet Nov 30 Ord Nov 30
 SHAW, COLLINGWOOD, West Hartlepool, Confectioner Sunderland Pet Nov 27 Ord Nov 27
 SKINNER, WILLIAM PAXTON and JOHN VENTON, Regent st, Dentists High Court Pet Oct 2 Ord Nov 28
 SMITH, FREDERICK WILLIAM, Boscombe, Bournemouth, Draper Poole Pet Nov 25 Ord Nov 28
 SOUTHGATE, CHARLES FRANCIS, Colchester, South Kensington, solicitor F High Court Pet Oct 1 Ord Nov 28
 STEINER, HANS, Water ln, General Merchant High Court Pet Sept 26 Ord Nov 28
 SUMMERS, MONTAGU CHARLES, Bucklersbury, Company Promoter High Court Pet Sept 18 Ord Nov 30
 TAYLOR, THOMAS BIRLEY, Manchester, Pawnbroker Salford Pet Nov 29 Ord Nov 29
 THOMAS, MARGARET ANNE, Newbridge, Mon, Grocer Newport, Mon Pet Nov 29 Ord Nov 29
 THOMAS, WILLIAM, Llangafni, Anglesey, Tailor Bangor Pet Nov 31 Ord Nov 30
 VARLEY, THOMAS, Pudsey, Yorks, Journeyman Mechanic Bradford Pet Nov 28 Ord Nov 28
 WATSON, WILLIAM, Colwick, Notts, Mineral Water Traveller Nottingham Pet Nov 11 Ord Nov 25
 WESTON, JAMES, Winton, Bournemouth, Miller Poole Pet Nov 26 Ord Nov 29
 WOOD, AGNES, Cinderford, Glos Cheltenham Pet Nov 29 Ord Nov 29
 WOOLLANDS, JOHN TEMPEST, Merthyr Tydfil, General Smith Merthyr Tydfil Pet Nov 28 Ord Nov 28

Amended Notice substituted for that published in the London Gazette of June 7:
 JACKSON, CECIL, St James' st, Piccadilly High Court Pet Mar 15 Ord June 1
 ADJUDICATIONS ANNULLED.
 WIGHT, GEOFFREY TEMPEST, Brighton High Court Adjud July 8, 1906 Annual Nov 25, 1912
 SLATER, EDWIN HENRY, Thornsett, New Mills, Derbyshire, Pabstons Stockport Adjud May 21, 1912 Annual Nov 22, 1912

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